



**NEVADA DIVISION OF STATE PARKS
IS SOLICITING PROPOSALS FOR A
WATERSPORTS CONCESSION**

REQUEST FOR PROPOSAL NO. 003-25

**PRE-PROPOSAL MEETING: 01/17/11 @ 9am
To Be Held at Sand Harbor in Lake Tahoe Nevada State Park**

DEADLINE FOR SUBMISSION - DATE & TIME: 02/01/11, 5 pm

Project Abstract: Nevada Division of State Parks is soliciting Proposals from prospective investors/operators for the operation and maintenance of a park Water Sports Concession at the Sand Harbor Unit of Lake Tahoe Nevada State Park.

The Division will be selecting a private sector partner for the concession based on a detailed response to this Request for Proposals (RFP). The Division of State Parks will negotiate a concession lease with the successful proposer to the RFP.

The actual RFP document consists of 24 pages (not including attachments).

A copy of this Request for Proposal (RFP) may be obtained by any of the following methods:

1. Retrieve the document from the State of Nevada, Division of State Parks Web Page at: <http://parks.nv.gov/> and click on the appropriate tab. **You will be responsible for checking the web site for any amendments.**
2. E-Mail us at lmulkey@parks.nv.gov and request that a copy of the RFP be forwarded to you. Please include your company name, address, contact name, phone number and fax number. We will automatically send you any amendments or changes to the RFP.
3. Fill out this form and fax it back to us at (775) 684-2777, attn. Linda Mulkey. We will automatically send you any amendments or changes to the RFP.

Company Name: _____ Contact Name: _____

Phone No. _____ Fax No. _____

E-mail Address: _____

Address: _____ City: _____

State: _____ Zip: _____

Preferred method for receiving documents? _____ Fax _____ Mail/In-Person _____ E-Mail



Nevada Division State Parks
Request For Proposals No. 003-25
for

SAND HARBOR WATER SPORTS CONCESSION

Release Date: 01/03/11
Deadline for Submission Date and Time: 02/01/11, 5pm

For additional information, please contact:
Nevada Division of State Parks
Attn: Linda Mulkey
(775) 684-2788

(TTY for the Hearing Impaired: 1-800-326-6868.
Ask the relay agent to dial 1-775-684-2770/V.)

See Page 9, for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____

E-Mail Address: _____

If applicable, Vendor's State of residence governmental preference _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

I have read, understand, and agree to all terms and conditions herein. Date _____

Signed _____ Print Name & Title _____

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Minimum Concession Accounting Requirements

1. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>Division or Parks</i>	Department of Conservation and Natural Resources, Division of State Parks
<i>Evaluation Committee</i>	An independent committee, comprised of two or more State officers or employees, as well as, at least one other individual representative of a non-state public or private recreation provider, established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>NAC</i>	Nevada Administrative Code
<i>NRS</i>	Nevada Revised Statutes
<i>RFP</i>	Request for Proposal; a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection per NRS §333.020(7).
<i>Shall/Must/Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFP.
<i>Concessionaire</i>	Organization/individual selected to operate the food concession described in this RFP.
<i>Paddle Sport</i>	Non-motorized watercraft such as kayaks, canoes, or stand-up paddle boards.
<i>PWC</i>	Motorized Personal Watercraft.

A Request for Proposals process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment A (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State per NRS §333.350(1).

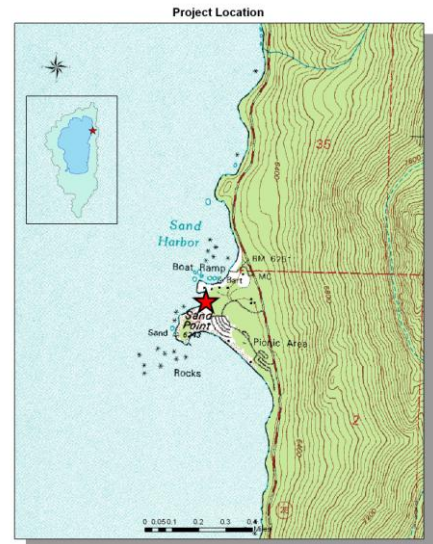
2. OVERVIEW OF PARK

Sand Harbor is the most heavily used management unit within Lake Tahoe Nevada State Park and receives the highest visitation. Long sandy beaches, rocky coves, and panoramic lake views offer visitors unparalleled prospects to enjoy Lake Tahoe. It is a very popular area located within proximity to several significant population centers. The five year annual visitation average (2005 – 2009) for the Sand Harbor main entrance and boat ramp areas is 468,415. The majority of this visitation is concentrated in the summer season of June through mid-September. Popular activities range from sunbathing, swimming, boating, picnicking, scuba diving, fishing, weddings, and other beach and group events. Sand Harbor is a day use facility and is open year-round. The primary developed area is approximately



55 acres and is comprised of the

Main Beach, Sandy Point, Divers Cove, a group use Ramada, Boat Launch Area and Boat Beach, a 52 site picnic area, Visitor Center/Park Store/Food Concession, and administrative/maintenance complex. Parking at the facility includes a 75 space boat parking lot, 533 space main parking lot (which includes the main, middle, and south lots), and a 30 space group lot. The park also offers nine comfort station restrooms, four of which have shower facilities (on the Main Beach). In addition, two separate entrance areas exist on Hwy 28 with contact stations for both the Main Beach part of the park and the Boat Launch



Area. Sand Harbor is also home to the Lake Tahoe Shakespeare Festival located at the park's stage facility in the bowl area of Sandy Point. Other portions of this management unit are the Memorial Point Overlook, Hidden Beach, and approximately 4 miles of rocky shoreline areas, north and south of Sand Harbor. Sand Harbor is a park that operates as an "entry for fee" area and has strict patterns of use within the confines of well-defined seasons. The peak season of the park is June, July, and August and represents a period in which heavy visitation occurs, with the park routinely operating at or near maximum capacity. Many days during this period, especially weekends and holidays, the park closes due to the acute levels of visitation. When Sand Harbor is closed due to these conditions, most vehicles will not be permitted to enter the park. The "shoulder season" periods of May, September, and October are moderately busy with the majority of the visitation occurring on the weekends. During the remainder of the year, visitation drops dramatically. All periods of use in the park are very weather dependent. The business plan of proposed operations must be able to successfully function within this

environment and under the variable conditions of the park. Proposers to this RFP should carefully evaluate these market and park conditions and plan or respond accordingly.

3. PARK EXPECTATIONS AND SUMMARY OF OPERATION

Lake Tahoe Nevada State Park (LTNSP) is seeking a highly qualified concession operator with the knowledge, enthusiasm, creativity, and resources to successfully provide high-quality services through the operation of a water sports concession. The concession shall provide paddle sport and PWC rentals to the visitors of Lake Tahoe Nevada State Park at a per hour and/or per day rate. Other watercraft will be subject to approval by the Park Supervisor. The anticipated period of operation is expected to be April through October of each year. The concession shall include a mandatory daily operation period of Memorial Day weekend through Labor Day.

The Nevada Division of State Parks intends to award a new two (2) year concession lease (with a five (5) year extension at Parks' option) through this Request for Proposals (RFP) for the operation and maintenance of such a Water Sports Concession at the Sand Harbor Unit of Lake Tahoe Nevada State Park. The objective of this RFP is to allow visitors to rent water sports equipment on-site at Sand Harbor during regular park hours. The Concessionaire will have the exclusive right to advertise provided services on-site, to situate a specified number of rental watercraft on a designated segment of the Sand Harbor Boat Beach, to make arrangements for rentals and conduct monetary transactions on-site, and to display and sell T-shirts and hats on-site provided such items only display the company specific logo and are approved by the park supervisor.

Currently, commercial outfitters are permitted to meet customers at the park as long as the business is generated off-site (i.e., customer calls a place of business to rent a boat for the day. The commercial outfitter then makes arrangements to meet the customer with the watercraft at Sand Harbor). This practice would be allowed to continue, provided the off-site outfitters do not carry out business within the park. Such outfitters may only transport and deliver equipment directly to customers who contracted for services off-site, and must have a valid Nevada state business license and any other required permits.

Issues/needs to be considered by the successful concessionaire:

- Promotion of a safe, enjoyable and high quality experience for a variety of visitors at the park.
- Services and pricing able to respond to the market demands of a public park with a visitor population of predominately moderate incomes.
- Knowledge of the beach area and visitors
- Safe working procedures and environment with a knowledgeable and friendly staff
- High quality, reliable, and safe equipment
- Thorough and efficient plans for the collection of rental fees
- Ability to promote Sand Harbor and its water sport services.
- Creation and maintenance of customer service levels that generate repeat business.
- Awareness and respect of the natural resources and environment.
- A desire to work as a partner with Nevada State Parks in providing this service for the visitors of Sand Harbor, while still respecting the rules, policies and overall objectives of the park.
- Operational liability issues that are properly understood and addressed.

The general area of operation will be the Sand Harbor Boat Ramp parking area and beach. The prospective concessionaire will be allocated a designated vehicle/trailer space in the Sand Harbor Boat Parking Lot within close proximity to the beach corridor. This designated spot may also be large

enough for some limited work space. Parking and (trailed) boat storage will be allowed in the park overnight during the operating period only. Other storage arrangements outside of the park will need to be made during the off-season. It should also be understood that in-park storage is only provided under limited security conditions and that Parks assumes no responsibility for vandalism or loss. Parks will designate a maximum 15-foot wide corridor of beach space on the south side of the Sand Harbor Boat Ramp. Within this area, a shade tent or similar removable structure may be set-up with a table and chairs for daily operations. No utilities are currently provided in the beach corridor. Limited electrical power may be installed at the concessionaire's expense upon review and approval by Parks. A limited number of boats (no more than 10) may be placed within this corridor and must be removed at the end of each daily operating period or close of park. At least 1 of these boats must be designated for rescue purposes in the event of an emergency related to any rental equipment. Fuel may be stored in the parking lot concession space (ie: on trailer, etc.) for the PWCs in spill proof containers only. The amount, location and practices of on-site fuel storage must be reviewed and approved by Parks. Watercraft for rent may include kayaks/canoes, stand up paddle boards and PWCs. Additional types of watercraft may be considered for approval by the Park Supervisor

Once the selection process is completed by Parks, the prospective concessionaire shall then staff, operate and maintain the approved Sand Harbor water sports concession.

4. COMPANY BACKGROUND AND REFERENCES

4.1 PRIMARY VENDOR INFORMATION

IN ADDITION TO THIS SECTION, PRIMARY VENDOR INFORMATION IS COVERED IN THE 'PROPOSAL' BELOW. PLEASE SEE THE SUBMITTAL INSTRUCTIONS SECTION, PRIMARILY SUB-SECTION 7.19, FOR MORE INFORMATION. PLEASE REVIEW THE REQUIRMENTS OF BOTH THIS SECTION (4.1) AND 7.19 AND PROVIDE ALL INFORMATION USING ATTACHMENT D (Section II, Proposer Information) AS A GUIDE.

Vendors must provide a company profile. Information provided shall include:

- 4.1.1 Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. *An out-of-state vendor must become duly qualified to do business in the State of Nevada as a foreign corporation before a contract can be executed.*
- 4.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable.
- 4.1.3 Location(s) of the company offices and location of the office servicing any Nevada account(s).
- 4.1.4 Number of employees both locally and nationally.
- 4.1.5 Location(s) from which employees will be assigned.
- 4.1.6 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- 4.1.7 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 4.1.8 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- 4.1.9 Has the contractor ever been engaged under contract by any Nevada State agency?
[] Yes [] No
If "Yes," specify when, for what duties, and for which agency.

- 4.1.10 Is the contractor or any of the contractor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?
[] Yes [] No
If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?
- 4.1.11 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 4.1.12 **Financial information and documentation to be included with vendor's proposal under a separate cover marked "Confidential Information".**
- 4.1.12.1 Dun and Bradstreet number
- 4.1.12.2 Federal Tax Identification Number

4.2 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **Vendors are required to submit the Attachment C Reference Form to the references they list. References should be considered from business, client, and financial sources. The references must submit the Reference Form directly to Linda Mulkey, NDSP contract representative.** It is the vendor's responsibility to ensure that the completed forms are received by the Nevada Division State Parks on or before the proposal submission deadline for inclusion in the evaluation process. References that are not received, or are not complete, may adversely affect the vendor's score in the evaluation process. The Nevada Division State Parks may contact any or all business references for validation of information submitted.

- 4.2.1 Client name;
- 4.2.2 Project description;
- 4.2.3 Project dates (starting and ending);
- 4.2.4 Technical environment; (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)
- 4.2.5 Staff assigned to reference engagement that will be designated for work per this RFP;
- 4.2.6 Client project manager name, telephone number, fax number and e-mail address.

4.3 SUBCONTRACTOR INFORMATION

- 4.3.1 Does this proposal include the use of subcontractors?
Yes _____ No _____ Unknown _____

If "Yes", vendor must:

- 4.3.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.3.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.
- 4.3.1.3 References as specified above must be provided for any proposed subcontractors.
- 4.3.1.4 The State requires that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals shall include a plan by which the State will be notified of such payments.
- 4.3.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the contracting agency.
- 4.3.1.6 Primary vendor must notify the contracting agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

5. **COST**

- 5.1 Vendors must provide a detailed description of all costs associated with the responsibilities and related services of this RFP. Clearly specify the nature of all expenses anticipated. Please see the Submittal Instructions below (specifically section 7.19) for more information.

6. **PAYMENT**

Note: This RFP will result in the selection of a concessionaire who will then operate under a revenue generating lease with the State of Nevada.

- 6.1 Payment for the contracted services will be to the State in the form of lease payments and in the following manner: **A percentage of all gross sales**

_____ % (Minimum Bid is 8%) of all annual gross receipts for the water sports concession rental fees and any ancillary sales

7. **SUBMITTAL INSTRUCTIONS**

- 7.1 The Nevada Division State Parks will take questions and/or comments during a Pre-Proposal Meeting regarding this RFP at Sand Harbor. The concession space may be toured during this meeting. The pre-proposal meeting is not mandatory but is strongly suggested. Questions may also be submitted in writing or by email. Questions must reference the identifying RFP number and be addressed to the State of Nevada, Division State Parks, Attn: Linda Mulkey, faxed to (775) 684-2777 or e-mailed to lmulkey@parks.nv.gov. All questions and/or comments will be addressed in writing and responses faxed or e-mailed to prospective vendors. Please provide company name, address, phone number, fax number, e-mail address and contact person when submitting questions.

- 7.2 RFP Timeline

<i>TASK</i>	<i>DATE/TIME</i>
Pre-proposal meeting	01/17/11 @ 9am
Deadline for submitting questions	01/19/11 @ 5pm
Answers to all questions submitted available on or about	01/24/11 @ 5pm
<u>Deadline for submission of proposals</u>	<u>02/01/11 @ 5pm</u>
Evaluation/Interview period (date/time TBA)	02/02/11 – 02/15/11
Selection of vendor	02/16/11

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

- 7.3 Vendors shall submit one (1) original proposal marked “MASTER” and **5** identical copies to:

State of Nevada, Nevada Division State Parks
901 S. Stewart St.
5th floor, Suite 5005
Carson City, Nevada 89701-5248

Proposals shall be clearly labeled in a sealed envelope or box as follows:

REQUEST FOR PROPOSAL NO.: 003-25
PROPOSAL RELEASE DATE: 01/03/11
FOR: Sand Harbor Water Sports Concession

- 7.4 **Proposals must be received at the above-referenced address no later than 5pm Pacific Standard Time, 02/01/11.** Proposals that do not arrive by the proposal submittal deadline time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.
- 7.5 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the State’s discretion, proposals may be submitted all or in part via electronic media, as requested within the RFP document. Proposals may be modified by facsimile, e-mail or written notice provided such notice is received prior to the proposal submittal deadline.
- 7.6 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Nevada Division State Parks designee as soon as possible and at least two days in advance of the opening.
- 7.7 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked “MASTER,” the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master if none are specifically indicated as the master.
- 7.8 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.
- 7.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 7.10 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should

be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

- 7.11 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 7.12 The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS §333.337.
- 7.13 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 6.0/7.0 via e-mail, cd, or on the Nevada Division State Parks website in PDF or EXE format at <http://parks.nv.gov>. When requesting an RFP via e-mail or diskette, vendors should contact the Nevada Division State Parks for assistance. In the event vendors choose to receive the RFP on cd, the vendor will be responsible for providing a blank cd; unless vendors provide a Federal Express, Airborne Express, etc. account number and appropriate return materials, the cd will be returned by first class U.S. mail.
- 7.14 Vendors utilizing an electronic copy of the RFP in order to prepare their proposals should place their written response in ***an easily distinguishable font*** immediately following the applicable question.
- 7.15 ***For purposes of addressing questions concerning this RFP, the sole contact will be Linda Mulkey, Nevada Division State Parks. Upon issuance of this RFP, other employees and representatives of any agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3).*** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 7.16 Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Nevada Division State Parks. To be considered, a request for review must be **received** no later than the deadline for submission of questions.
- The Nevada Division State Parks shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP. Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- 7.17 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.
- 7.18 Vendors are cautioned that these services contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proof of an ability to attain required licenses will be acceptable as well. Proposals, which do not contain the required information, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

- 7.19 A completed Concession Proposal Packet, following the proposal guidelines below and sample forms in all the Attachments, will constitute your proposal. You must complete all required sections of this RFP, respond to all questions, and fill in all blanks of the sample forms (or provide similar information). At a minimum, proposal packets must include the information requested in the Proposal Guidelines. Additional information can be provided. Inapplicable questions or blanks must be marked “N/A” or “Not Applicable”. Failure to properly complete the sample forms, or provide similar information, may disqualify your proposal.

The submission of a proposal shall be deemed evidence that you are fully aware of the responsibilities of being a concessionaire and have carefully examined State laws relating to concessions operations; possessory interest tax as related to concessions; the site(s) selected for said concession; obligations and responsibilities related to local control agencies and permitting requirements; and the proposal instructions, sample proposal forms and the sample concession contract/lease included herein. The proposal must be clear, unambiguous, and unconditional. It should clearly commit you to entering into a lease with the Nevada Division of State Parks to provide the services and concession operations as required by this RFP and offered in the proposal.

PROPOSAL GUIDELINES

I. EXECUTIVE SUMMARY

Provide a brief overview of the Proposer’s management goals and qualifications for the concession.

II. PROPOSER INFORMATION

A. Proposer Identification

The proposer shall identify the business or organization as it will appear and a primary contact person for the concession management and operation. This person shall be the sole point of contact for the Concessionaire and Parks. Parks will look solely to the awarded proposer for the performance of all lease and contractual obligations, which may result from an award based on this RFP, and the awarded proposer shall not be relieved for the non-performance of any or all subleaseors.

B. Business Information

Select the type of business that describes the proposing entity (Sole Proprietorship, Partnership, Joint Venture, LLC, or Corporation) and provide the requested information. The type of business must be established prior to submitting a proposal and must not be a condition of receiving the lease.

The experience and reliability of the proposer’s organization are considered in the evaluation process. Therefore, the proposer is advised to submit any information that documents successful and reliable experience in past performances, especially those performances relating to the requirements of the RFP.

Each proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing lease failures, any civil or criminal litigation or investigations pending which

involves the proposer or in which the proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. Parks reserves the right to reject any proposal based upon the proposer's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet lease milestones or other lease or contractual failures.

C. Individual Information

Each individual, partner, member of joint ventures, officer of corporations, concession manager, and holders of 25% or more of the company's shares (as applicable) must complete a copy of the Individual Information form AND complete and sign the Authorization to Release Information in Section VIII of the sample forms in Attachment D. Please include information for any sub concessionaires that may be associated with the proposal.

Provide a narrative describing in detail the duration, extent, and quality of your education and business experience with special emphasis on your experience related to the subject concession. Be specific with respect to the type and dates of experience, your role in the management and specific duties, type and size of operation, quality of operation, public agency involvement, lease or contractual relationships, and other factors that demonstrate your ability to successfully operate the proposed concession. Attach additional information as needed.

III. STATEMENT OF FINANCIAL CAPABILITY

The following should document the feasibility of your proposed concession operation and your ability to successfully initiate the proposed concession in a financially responsible manner, in accordance with the terms and conditions of the contract/lease, and your Operation and Facility plans. This information must substantiate your ability to develop, furnish, equip, operate and maintain the concession in a high-quality manner; provide the public with quality products and services at reasonable and competitive prices; pay Parks the lease payments offered; and provide a reasonable return on your investment. You may provide information in addition to that required in the Concession Proposal form but do not alter the general format in any way. You must respond to each item in the order listed with the information requested or "N/A".

A. Business Financial Statement: Use the Business Financial Statement to describe the current and true condition of your business' assets, liabilities, and net worth. Please round figures to the nearest dollar. If your business is a partnership or joint venture, each general partner or joint venturer must individually submit a Business Financial Statement. You may provide copies of forms filed with the Internal Revenue Service, where applicable.

B. Concession Development/Start-Up Cost Estimate: Based on the proposed operation, use the Concession Development Cost Estimate (in the sample Proposal forms) to describe a realistic estimate of the total development and start-up costs for the concession operation.

C. Statement of Anticipated Income and Expenses: Provide an estimate of anticipated income and expenses for the concession operation, as proposed in accordance with this RFP (and the sample Proposal forms), for the first three years of operation.

D. Source of Funding and Cost of Concession Development: Identify and describe the specific source of funding that your business will use to undertake the project as you have proposed. If funds are to be used from outside sources (i.e., parent company, third party, LLC partners/members, bank or lending institution, etc.), provide documentation, such as a recent

bank statement, balance sheet, income statement, and/or other supporting documents, to demonstrate these funds are available and unconditionally committed to this concession project. In addition, if funds are to be borrowed to finance any portion of the total investment, you must provide loan commitment documentation such as a letter-of-intent from the individual, bank, or other lending entity indicating the minimum amount to be loaned and any applicable percentage rate. The loan commitment may contain the qualification that the loan will be consummated only upon award of an agreement with the State, otherwise the commitment must be irrevocable and unconditional.

Proposers must present evidence satisfactory to the State demonstrating their ability to finance, operate, and maintain the concession facilities as proposed. **For the purposes of this RFP, proposers must have the ability to unconditionally access a minimum of twenty thousand dollars (\$20,000).**

E. Credit Worthiness: Proposers must present evidence of credit worthiness. At a minimum, evidence shall include a credit report issued by a nationally recognized credit bureau within 60 days of the proposal due date. Any unfavorable or questionable information listed on said reports must be explained.

IV. PROPOSAL INFORMATION – FACILITY PLAN

Provide a Facility Development Plan that addresses the requirements of this RFP. For your information, each element of the Concession Proposal is described below. You may submit additional information to fully describe and enhance your proposal. Your Facility Development Plan should address each of the following elements:

Required Services and Facilities:

- A. CONCESSIONAIRE at his own expense shall provide all necessary miscellaneous equipment such as a wireless credit card machine(s) and other personal items necessary and appropriate for the full operation of the concession and shall maintain the same equipment in a clean and operable condition throughout the term of this lease.
- B. Obtain necessary licenses, permits, and approvals set forth in the lease, including but not limited to, a Washoe County business license.
Concessionaire will abide by all applicable health, building, safety, and environmental codes and regulations prior to opening. All required permits shall be maintained during the term of this lease.
- C. Manage, staff, operate, and maintain the concession space for the rental of kayaks, paddleboards, and PWCs.
- D. The minimum period of required operation each year for the water sports concession shall be daily from Memorial Day through Labor Day. Hours of operation will minimally be 9:00 am to 4:00 pm, 7 days a week during this period. The maximum hours will be 8 am to 9 pm (summertime park hours). The maximum season of operation will be daily April through October. CONCESSIONAIRE may extend the season and hours of the water sports concession, at its discretion, but will be subject to the coordination and written concurrence of the Park Supervisor. In the event CONCESSIONAIRE is prevented from carrying on the operations planned herein by reason of God, or other reasons beyond his control, and when such is so determined by PARKS through approval

by the Park Supervisor or the Park Ranger in charge of Sand Harbor, the CONCESSIONAIRE may close on a day to day approval basis. CONCESSIONAIRE shall not use or permit the subject Premises to be used in whole or in part during the term of this lease for any purpose other than as herein set forth, without the prior written consent of PARKS.

- E. Comply with all terms and conditions of the lease as executed.
- F. Additional services, that are not prohibited by park or other regulations, are in the best interests of the park and its visitors, and are within the scope of this water sports Request for Proposal will be considered. No additional services may be offered without the advance written approval of PARKS.
- G. Other Requirements for Use of Premises:
 - 1. Employees of the CONCESSIONAIRE shall park only in spaces designated as concession employee parking or in other parking specifically designated for concession employee parking by the Park Supervisor or designee. Parking is limited; carpooling and off-site parking may be required.
 - 2. The CONCESSIONAIRE will respond to all verbal and written complaints regarding the concession and its operation, unless the park supervisor expressly agrees to respond. Written complaints must be responded to in writing. The Park Supervisor must be notified of all complaints and will be provided copies of any written correspondence. Any complaints regarding park operations will be directed to the Park Supervisor.
 - 3. The CONCESSIONAIRE shall turn in all lost and found items to PARKS as soon as possible as directed by the Park Supervisor, and no later than the end of each day. These items will be logged and secured by PARKS
 - 4. Activities Specifically Prohibited:
 - a. Gambling
 - b. Pornography
 - c. Peddling and Business Activities unrelated to watercraft equipment rental. Peddling, soliciting, selling or otherwise providing goods, services or activities not specifically approved by PARKS is prohibited.
 - d. Any type of amplified music or sound
 - 5. Concessionaire must provide free watercraft operation and safety lesson with each rental. Weather/wave/forecast information shall be monitored and operations adjusted accordingly with safety of customers being the top priority. All customers must be given a summary of applicable rules and regulations. Summary shall include discussion of how to avoid conflicts with other power boats, especially those boats utilizing the Sand Harbor boat launch area.
 - 6. The rental agreement between concessionaire and customer must include a note releasing the Nevada Division of State Parks and the State of Nevada from any liability related to the rental of equipment. The rental agreement must be approved by Parks prior to first use.
 - 7. Customers shall be provided with a free rental and fitting of a Type III Coast Guard approved personal flotation devices (PFD).
 - 8. After each day's operation, all watercraft must be removed from the beach and stored either off-site or in the designated vehicle/trailer space at Sand Harbor. During concessionaire's daily operation, up to 8 kayaks/canoes/paddleboards and 2 PWCs may be displayed in the designated beach area. All other boats must remain in the vehicle/trailer space in the parking lot. Concessionaire will be responsible for all security measures concerning their equipment.

9. Communications will be necessary for concession operations in the form of radio or cell phone between the Park and concession, launch site and parking lot, and for use in the event of an incident on the water.
10. At the close of business each day and periodically throughout the day as needed, the concessionaire shall pick up trash and debris in the immediate vicinity of their operation and properly dispose of it in designated receptacles. This includes trash that enters the water and trash generated by general visitors as well as concession customers.
11. Concessionaire's employees shall wear a logo marked shirt and nametag at all times, so that customers and park visitors can recognize their association with the concession. Employees shall be polite and courteous at all times. Any employee who is found to be incompetent, disorderly, repeatedly rude to customers, or in any other way fails to perform work properly and acceptably should, upon written notification from the Park and agreement by both parties (Parks and Concessionaire), be subject to termination.
12. Limited in-park advertising may be allowed at the discretion of the Park Supervisor or representative. This will be in the form of personal website, directional signage, trailer signage, and pin-type signage at the beach corridor. No signage will be allowed within the highway corridor. This concession is intended to serve existing park visitors and not to increase Sand Harbor's overall visitation.
13. Monies may be collected by the concessionaire in advance; however, Concessionaire shall defend, indemnify and hold the State harmless from claims made by persons paying advance deposits or charges where services are not furnished and deposited funds are not returned.
14. Any users under the age of 18 must have a parent or legal guardian sign a form that allows permission and contains a "hold harmless" agreement that holds the concessionaire and the State harmless from the activity.
15. All watercraft shall be licensed as required by the Nevada Department of Wildlife.
16. The Concessionaire shall continuously maintain a rescue craft, with staff trained and tested in its use.
17. Concessionaire shall not discriminate against rental users on the basis of sex, age, race, color, creed, marital status, national origin or disability.
18. Concessionaire shall provide evidence of current certification in American Red Cross basic first aid and CPR for at least one employee who will be present during the rental operation at all times. Concessionaire shall keep and maintain a basic first aid kit at the premises during the operation.
19. Concessionaire is responsible for securing all cash and equipment. The Park is not responsible for losses and Concessionaire must assume full liability and risk for loss of money and loss or damage of equipment.
20. All equipment, including PFDs and watercraft, shall be kept in a clean, safe, and operable condition at all times. General cleaning and repair of equipment shall occur on the Concessionaire's private property. Concessionaire shall immediately remove from service any equipment that is in a defective or unsafe condition.
21. In accordance with NAC 407.302, all powered watercraft must be removed from the water before refueling. No fuel may be brought onto a beach unless it is contained in a spill-proof container.
22. Concessionaire shall make no alterations, additions, or improvements to or upon the premises without the express written consent of the Park.
23. Concessionaire acknowledges the public has a right to use the Sand Harbor boat dock, beach, and other facilities of the park.
24. This concession will include exclusive rights to all water sport and PWC rentals at Sand Harbor to include: the right to advertise provided services on-site, to situate a specified number of rental watercraft on a designated segment of the Sand Harbor Boat Beach, to make

arrangements for rentals and conduct monetary transactions on-site, and to display and sell T-shirts and hats on-site provided such items only display the company specific logo and are approved by the park supervisor. Tours, lessons, and outside reservations shall not be considered an exclusive right and may be subject to special use permit.

25. All local, State, and Federal laws, regulations, ordinances and codes must be complied with at all times. Approval by PARKS for activities or services does not remove the CONCESSIONAIRE'S requirements to obtain permits, licenses or authorization from regulatory agencies having jurisdiction over business operations; it will be the CONCESSIONAIRE'S sole responsibility to acquire and maintain any such permits, licenses or authorization required for any facilities or services provided in conjunction with the concession operation, including but not limited to required permits by the Tahoe Regional Planning Agency, the State of Nevada, and the County of Washoe.

Maintenance and Housekeeping Plan: Provide a comprehensive plan to maintain the concession facilities in a first-class condition throughout the term of the lease. The maintenance plan criteria should include budget allocations, staff skills and qualifications, staffing patterns, and housekeeping and maintenance schedules.

Security Plan: Describe how security to the facilities and rental equipment will be ensured. Security must be ensured and coordinated with Sand Harbor park management

V. PROPOSAL INFORMATION – OPERATIONS PLAN

Provide an Operations Plan that addresses the operations of the proposed development and other elements of this RFP. For your information, each element of the Concession Proposal is described below. You may submit additional information to fully describe and enhance your proposal. As a condition of the lease award, the successful proposer will be required to develop and maintain an operations plan to the satisfaction of Parks prior to the opening of the concession. The plan will be incorporated as an exhibit to the lease and become an obligation of the Concessionaire. Your operation plan should include the following elements.

Organizational Structure: Provide an organization chart and staffing plan that can guide the operation and ongoing management of your concession business. Your plan should identify and define all job classifications to be used and the required job skills and qualifications. Describe the assignments, duties, and schedules for each staffing level considering the proposed hours of operation, and any unique seasonal and peak use circumstances.

A proposal submitted in response to this RFP must identify any subleaseors, and outline the lease and contractual relationship between the awarded proposer and each subleaseor. An official of each proposed subleaseor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subleaseor has read and will agree to abide by the awarded proposer's obligations.

The awarded proposer will be the sole point of lease responsibility. The State will look solely to the awarded proposer for the performance of all lease or contractual obligations, which may result from an award based on this RFP, and the awarded proposer shall not be relieved for the non-performance of any or all subleaseors.

Customer Service Plan: Demonstrate your ability and clear commitment to successfully implement an effective customer service program. Your plan should include, but is not limited to, previously established and effective customer service program models, adequate employee staffing and management oversight, hours of operation equal to or greater than required by this RFP, and a customer satisfaction feedback survey program.

Employee Staffing and Training Plan: Your employee policies and training program should include, but are not limited to, personnel policies; hiring practices; health, safety, and grievance policies and procedures; uniform policies and requirements; business orientation; job training; and park orientation training. Such programs must provide sufficient staffing with the skills, capabilities, and training to ensure the provision of uninterrupted, high-quality services to all park visitors. You should have a written Employee Training plan with a syllabus that includes topics and objectives. The Training plan will be reviewed and approved annually as part of the annual review of the Operations Plan.

Products and Services Plan: Provide a detailed description of the proposed equipment and services to be provided by the concession operation. Equipment must be high quality. The equipment and services offered should meet or exceed the needs of all the various park users, and be must be compatible with and complimentary to the mission of the park.

Prices and Pricing Policies: Provide a price schedule, including a definitive description and explanation of the policies used to establish prices for each type of watercraft proposed. The policies shall clearly demonstrate the relationship of pricing to equipment type and quality, as well as to rental time frames. Implementation of these policies must provide park visitors with quality rental equipment at reasonable prices considering the competition of comparable markets for similar services. In general, pricing should respond to the unique market demands of Sand Harbor.

Business Administration: Provide a description of the proposer's organizational policies and procedures for financial controls and fiscal record keeping for the orderly, accurate and complete documentation of the flow of funds to insure financial integrity of all fiscal activity. The accounting system shall meet the "Minimum Concession Accounting Requirements" listed in attachment E.

VI. PROPOSAL SUMMARY

The Proposal Summary should summarize your relevant experience, knowledge, and expertise, and you're Operation and Facility Plans in 250 words or less.

8. PROPOSAL EVALUATION AND AWARD PROCESS

- 8.1 After determining that a proposal satisfies the requirements of this RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. All response to the Request for Proposals will be evaluated for qualifications of the respondents for the proposed concession. The selection of the concessionaire shall not be based exclusively on proposals submitted, including the proposed percentage fee to be paid to the State.

All proposals will be evaluated by the Concessionaire Evaluation Committee to establish a short list of up to three (3) of the most qualified prospective proposers. Each proposer on the short list will be invited to an interview to elaborate on their initial proposal and answer any questions by the Evaluation Committee. Final selection will be dependent upon an analysis of the proposal(s), interview(s), and the successful negotiation of a long-term lease.

The award of the lease resulting from this RFP shall be based upon the proposal judged most favorable to Parks in accordance with the evaluation criteria stated below:

Experience, Expertise, and Reliability

25 Pts

The experience and reliability of the proposer are a prime consideration in the evaluation process. Therefore, the proposer is advised to submit any information that documents successful and reliable experience in similar enterprises. The qualifications of both the organization (if applicable) and personnel proposed to perform the requirements of this RFP will be considered in the evaluation. Proposers will be rated according to the years of relevant experience as verified by references and the quality of experience as it relates to the business described in this RFP. In addition, points are awarded for experience leasing with public agencies.

Facility Plan

5 Pts

Points will be awarded based upon the degree to which the proposal addresses each of the required elements of the Facility Plan and meets and exceeds the objectives of this RFP. In addition, more points will be awarded to proposals that provide high-quality and fully accessible facilities.

Operation Plan

25 Pts

Proposals will be evaluated based on the proposer's distinctive operation plan outlining personnel factors such as organization, personnel, and management capability. Points will be awarded based upon the degree to which the proposal addresses each of the required elements of the Operations Plan and demonstrates an understanding of and commitment to achieving the objectives of this RFP. In addition, points will be awarded based upon the proposer's demonstrated ability to implement the components of the plan.

Lease Payment Offer

25 Pts

The evaluation rental offer by the proposer(s) shall be assigned points in relation to the percentage of gross fees offered to the State as follows:

Percentage of Gross Sales; Minimum bid is 8% for the rental equipment income and any ancillary sales:

$$\frac{(\text{Bid Amount})}{(\text{Highest Acceptable Bid})} \times \text{evaluation points} = \text{_____ points}$$

TOTAL Points _____

**Note: the highest lease offer received may not be considered acceptable. Proposers may be required to prove to the satisfaction of the State their ability to operate a successful business under the terms of their bid. Failure to prove this ability will be cause to disqualify the proposal. In this case, the second highest acceptable bid would be used to calculate points awarded.*

Financial Plan/Cash Flow Analysis:**10 Pts**

Each proposer shall provide, as part of the proposal package, a detailed projection of cost, gross income, salaries and wages, expenses and overhead, net income, amortization, and profit. Proposals will be evaluated on the proposer's distinctive financial plan for the concession. The proposer shall clearly explain how these projections reflect the proposed methods of performance for satisfying the requirements of the RFP. Analysis will be made for each required and optional/proposed service listed in the proposer's service plan.

Interview and Other Factors:**10 Pts**

Factors not included in other criteria that support a proposal as being in the "Best Interests of the State of Nevada". This could include factors as generally meeting all the requirements of this RFP and timeframe, assistance with park management goals, and other supporting information provided. Points will also be awarded in this category for what is deemed a successful interview period for the final three (3) respondents.

TOTAL**100 points****PROPOSAL EVALUATION FORM**

	<u>MAX. POINTS</u>	<u>POINTS</u>
I. Ability to Finance:	<u>0</u>	() Pass/ () Fail
II. Credit Worthiness	<u>0</u>	() Pass/ () Fail
III. Experience, Expertise and Reliability	<u>25</u>	<u> </u>
IV. Proposal - Facility Plan	<u>5</u>	<u> </u>
V. Proposal – Operations Plan	<u>25</u>	<u> </u>
VI. Lease Payment Offer Calculation	<u>25</u>	<u> </u>
VII. Financial Plan/Cash Flow Analysis	<u>10</u>	<u> </u>
VIII. Other Factors and Interview	<u>10</u>	<u> </u>
	TOTAL POINTS: (Maximum 100)	<u> </u>

Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3).

Note: Financial stability will be scored on a pass/fail basis.

Proposals shall be kept confidential until a contract is awarded.

- 8.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the highest rent proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5)
- 8.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.
- 8.4 Clarification discussions with Parks' contract manager may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 8.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 8.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

9. TERMS, CONDITIONS AND EXCEPTIONS

- 9.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contact by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.

- 9.2 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 9.3 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 9.4 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 9.5 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 9.6 The State shall not be obligated to accept the highest lease payment percentage proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 9.7 Any irregularities or lack of clarity in the RFP should be brought to the Nevada Division State Parks designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 9.8 Proposals must, if applicable, include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language for consideration during the evaluation of vendor's proposal. Included documents will be taken into consideration as part of the evaluation process.
- 9.9 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 9.10 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 9.11 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.
- 9.12 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).
- 9.13 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Collaboration among competing vendors about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor.

- 9.14 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 9.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 9.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 9.17 All proposals submitted become the property of the State and will be returned only at the State's option and at the vendor's request and expense. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract. Only specific parts of the proposal may be labeled a "trade secret", provided that the vendor agrees to defend and indemnify the State for honoring such a designation (NRS §333.333). The failure to so label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 9.18 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.
- 9.19 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 9.20 The awarded vendor must maintain, for the duration of its contract, insurance coverage's as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the above-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described above. The

State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

- 9.21 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 9.22 The State will not be liable for Federal, State, or Local excise taxes.
- 9.23 Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
- 9.24 The State reserves the right to negotiate final contract terms with any vendor selected per NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 9.25 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 9.26 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
- 9.27 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 9.28 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the NAC.

- 9.29 Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 9.30 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

10. **SUBMISSION CHECKLIST**

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Documents to be submitted with proposal:	Completed
1. One original marked "Master" and 5 identical copies of proposal	_____
2. Page 1 of the RFP completed and signed	_____
3. Primary Vendor Attachment A signed with confidentiality and exceptions noted	_____
4. Subcontractor Attachment A signed with confidentiality and exceptions noted	_____
5. Primary Vendor Information provided	_____
6. Subcontractor Information provided (if applicable)	_____
7. Reference forms sent out for Primary Vendor	_____
8. Reference forms sent out for Subcontractors (if applicable)	_____
9. Verification of licensure for Primary Vendor (if applicable)	_____
10. Verification of licensure for Subcontractors (if applicable)	_____
11. Certificate of Insurance _____	_____
12. <u>(other)</u> _____	_____

Primary Vendor's Company Name: _____

Attachment A
CERTIFICATION OF INDEMNIFICATION AND COMPLIANCE
WITH
TERMS AND CONDITIONS OF RFP
PRIMARY VENDOR

Submitted proposals are confidential until the contract is awarded; following contract award, in accordance with NRS §333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS §600A.030(5). In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

This proposal contains proprietary information. Yes _____ No _____

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

CERTIFICATION OF PROPOSAL TO NEVADA DIVISION OF STATE PARKS

Pursuant to Request for Proposals, dated _____, 20__ for the development and operation, for park and recreation purposes, of a concession facility at Lake Tahoe Nevada State Park in the County of Washoe, State of Nevada, for the term of two (2) years, the undersigned proposer hereby submits his/her proposal: SAND HARBOR WATER SPORTS CONCESSION.

The concession facility referred to herein is in Lake Tahoe Nevada State Park, Sand Harbor unit, located in the County of Washoe, State of Nevada, and it is to be planned, constructed, equipped, maintained and operated in accordance with the lease, and the provisions and specifications contained therein and by reference hereto made a part hereof. In the event I am the successful proposer for the proposed lease, I will plan, operate, and maintain the concession facilities in accordance with the requirements of the lease. I will obtain and pay the associated costs for all necessary operation licenses and permits.

The undersigned, as proposer, declares that the only person or persons interested in this proposal as principals are those named herein; that he/she fully understands N.R.S. 361.157 - N.R.S. 361.159 as applicable to such operations and as are contained in the RFP; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the concession area, the terms, conditions, specifications and other stipulations hereinbefore or hereinafter set out and concession lease attached hereto. He/she proposes and agrees, if this proposal is accepted, that he/she will lease with the State of Nevada to provide all necessary facilities, attendants, apparatus and other means of operation and to do any and all other acts in fulfilling the said requirements, terms, conditions, and specifications; and during the period that said concession lease is in effect, he/she will pay therefore, without demand, for each year:

_____ % (Minimum Bid is 8%) of all annual gross receipts for the water sports rentals and any ancillary sales.

If this proposal is accepted, said undersigned proposer shall execute a concession lease following the

general guidelines stipulated in the attached sample concession lease form and its attachments (to be decided). If the undersigned shall fail to execute a concession lease within thirty (30) days after the proposer has received notice from the State or its duly authorized representative that the lease is ready for signature, the State may determine that the proposer has abandoned the lease; thereupon this proposal and the acceptance thereof shall be null and void.

A part of this proposal is a completed and verified financial statement and fully answered proposal packet, which has been verified.

I/We herby certify that all responses and information provided in connection with this proposal are true to the best of my/our knowledge and belief, and I/we understand and agree that any misstatement or omission of any material fact may cause forfeiture on my/our part of all rights to the proposed agreement to be awarded by the State of Nevada.

I/we hereby respectfully submit this proposal, including all required documents and statements. I/we represent that the signatures are authorized to execute this proposal.

If the proposer is a corporation, state legal name of corporation, address state of incorporation, person designated for service of process, names of the directors, president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if proposer is an individual, state first, middle and last name in full:

Name(s):

(use additional pages if necessary)

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES _____ NO _____ SIGNATURE _____
Primary Vendor or Corporation Representative

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	PROPRIETARY INFORMATION AND/OR EXCEPTION (PROVIDE A DETAILED EXPLANATION)

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP SUBCONTRACTOR

Submitted proposals are confidential until the contract is awarded; following contract award, in accordance with NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

This proposal contains proprietary information. Yes _____ No _____

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES _____ NO _____ SIGNATURE _____
Subcontractor

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	PROPRIETARY INFORMATION AND/OR EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attachment B

DRAFT LEASE AGREEMENT

**CONCESSION LEASE
STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
NEVADA DIVISION OF STATE PARKS
SAND HARBOR UNIT
WATER SPORTS CONCESSION
LOCATED IN WASHOE COUNTY, NEVADA**

THIS LEASE AGREEMENT, made and entered into this ____ day of ____, 2011 between the STATE OF NEVADA, acting through its Division of State Parks of the Department of Conservation and Natural Resources, hereinafter referred to as "PARKS" and the STATE OF NEVADA, Division of State Lands for and on behalf of the Division of State Parks, hereinafter referred to as "LANDS" and _____, hereinafter referred to as " CONCESSIONAIRE".

WITNESSETH THAT:

WHEREAS, STATE OF NEVADA, DIVISION OF STATE LANDS for and on behalf of the DIVISION OF STATE PARKS is the owner of the real property commonly known as Lake Tahoe-Nevada State Park, Sand Harbor Unit.

WHEREAS, it is appropriate that the Nevada Division of State Parks entered into the following lease for the enjoyment and of the general public in the use of the state park, pursuant to the authority and in accordance with NRS 407.065(5).

WHEREAS, the CONCESSIONAIRE is desirous of securing a Water Sports Concession Lease with PARKS for the purpose of providing the hereinafter described services, and as supported by the proposal entitled _____.

NOW THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. GRANT AND DESCRIPTION OF PREMISES: PARKS, pursuant to the authority of and accordance with NRS 407.065(5) and for and in consideration of the agreements hereinafter, grants to CONCESSIONAIRE for the purposes herein, except as noted below, this concession will have the exclusive right to advertise provided services on-site, to situate a specified number of rental watercraft on a designated segment of the Sand Harbor Boat Beach, to make arrangements for rentals and conduct monetary transactions on-site, and to display and sell T-shirts and hats on-site provided such items only display the company specific logo and are approved by the park supervisor. Tours, lessons, and outside reservations shall not be considered an exclusive right and may be subject to special use permit.

The general area of operation will be the Sand Harbor Boat Ramp parking area and beach. The concessionaire will be allocated a designated vehicle/trailer space in the Sand Harbor Boat Parking Lot within close proximity to the beach corridor. Parking and (trailer) boat storage will be allowed in the park overnight during the operating period only. Other storage arrangements outside of the park will need to be made during the off-season. It should also be understood that in-park storage is only provided under limited security conditions and that PARKS assumes no responsibility for vandalism or loss.

PARKS will designate a maximum 15-foot wide corridor of beach space on the south side of the Sand Harbor Boat Ramp. Within this area, a shade tent or similar removable structure may be set-up with a table and chairs for daily operations. Limited electrical power may be installed at the CONCESSIONAIRE'S expense upon review and approval by PARKS. A limited number of watercraft (no more than 10) may be placed within this corridor and must be removed at the end of each daily operating period or close of park. At least one (1) of these watercraft must be designated for rescue

purposes in the event of an emergency related to any rental equipment. Fuel may be stored in the parking lot concession space (i.e. on trailer, etc.) for the Motorized Personal Watercraft's (PWC) in spill proof containers only. The amount, location, and practices of on-site fuel storage must be reviewed and approved by Parks. Watercraft for rent may include kayaks/canoes, stand-up paddleboards and PWCs. Additional types of watercraft may be considered for approval by the Park Supervisor

2. CONDITION OF PREMISES: The taking of possession of the subject Premises by CONCESSIONAIRE shall, in itself, constitute acknowledgment that the subject Premises are in good and tenantable condition.

3. TERM: The term of this lease shall be for a period of two (2) years with the possibility of an additional five (5) year lease at PARKS' option. The lease shall commence on the first day following the approval by all signatures, listed below. At the expiration or termination of this lease, as herein provided, CONCESSIONAIRE shall within ten (10) days thereafter, remove from said Premises or otherwise dispose of in a manner satisfactory to all personal property belonging to CONCESSIONAIRE located on said Premises. Should CONCESSIONAIRE fail to remove or dispose of CONCESSIONAIRE property as herein provided, PARKS may, at its election, consider such property abandoned and may dispose of same at CONCESSIONAIRE'S expense. Also, at expiration and termination of this lease, CONCESSIONAIRE shall quit and surrender said Premises, in a good state of repair

The lease is not automatically renewable for the additional five (5) year period. The CONCESSIONAIRE, at PARK'S discretion, if all terms of the agreement have been satisfactorily fulfilled, has first right to negotiate a new lease under new terms and conditions as PARKS may then prescribe. If CONCESSIONAIRE is desirous of the option for an additional five (5) year lease after the original term he/she shall request the extension in writing not less than three (3) months prior to the end of the original term.

4 CONCESSION FEE (Lease Payment): CONCESSIONAIRE shall pay, without offset, deduction, prior notice, or demand, the following percentages of gross receipts:
___% of all annual gross receipts for the water sports concession.

All monthly payments are due and payable on or before the 10th day of each month following the opening of the concession for business. Each month the CONCESSIONAIRE will submit to PARKS a Monthly Receipts Report for the preceding calendar month on or before the 10th of each month. The CONCESSIONAIRE will submit the percentage payment due PARKS with the Monthly Receipt Report. Payments to PARKS shall be made to the "Nevada Division of State Parks" and made at or to the Nevada Division of State Parks Concession Manager, or other location as notified in writing. The receipt of payments resulting in returned checks due to insufficient funds, postdating, no signature, etc. will be treated as non-payment and late fees will be assessed until PARKS receives a replacement payment. CONCESSIONAIRE shall make payment of rent and other payments to PARKS in lawful money of the United States. However, if any payment made by a check, draft, or money order is returned to PARKS due to insufficient funds or otherwise, PARKS shall have the right, at any time after the return, upon written notice to CONCESSIONAIRE, to require CONCESSIONAIRE to make all subsequent payments in cash or by cashier's or certified check. For the purpose of concession fees the lease year will be from the opening of the concession at the beginning of the season through the closure at the end of the season.

Upon written request by the CONCESSIONAIRE to PARKS demonstrating unusual or extenuating circumstances causing the late payment, PARKS, in its sole discretion, may waive the late charge. Further, in the event CONCESSIONAIRE is prevented from carrying on the operations contemplated herein by reason of an Act of God or other reasons beyond CONCESSIONAIRE'S control, and when requested in writing in advance by CONCESSIONAIRE, rent may be abated in proportion to the amount by which gross receipts are reduced by the occurrence for such period of

reduced or non-operation, as determined in the sole discretion of the Administrator of the Nevada Division of State Parks.

The CONCESSIONAIRE must comply with the minimum accounting requirements for Concession operations at Lake Tahoe Nevada State Park by use of at least one of three approved methods, electronic cash registers, pre-numbered receipts, or pre-numbered tickets, to account for gross sales detailed in this attachment. Electronic cash registers are the preferred method and must be used when feasible. Other methods must be justified and approved by PARKS. The "Minimum Concession Accounting Requirements" are incorporated into this lease as Exhibit II.

Any amount due to PARKS, if not paid within five (5) days following the due date, will bear interest from the due date until paid at the rate of ten percent (10%) per month. Payment of interest shall not excuse or cure any default by CONCESSIONAIRE.

An audit of receipts and disbursements of the concession may be conducted by PARKS, along with any supporting staff as necessary and beneficial at the end of the season. At the discretion of PARKS additional audits may be completed. The CONCESSIONAIRE shall receive two weeks notice prior to any audit.

PARKS or its authorized agent shall, for the purpose of audit and examination, have access to all books and records (including electronic), and to other documents and papers pertinent to the concession operation. PARKS shall have the right to verify and copy all such reports from the books, correspondence, memoranda, and other records of the CONCESSIONAIRE and any other records pertaining to the operation of the concession.

In the event this lease is terminated, a profit and loss statement for the period of operation not previously reported, prepared in the same manner stated above, shall be submitted by the CONCESSIONAIRE to PARKS, along with payment, within sixty (60) days after the lease is terminated. PARKS further reserves the right to examine all such books and records at any time during the three (3) year period following the termination of this lease.

The term "gross receipts", wherever used in this lease, is intended to and shall mean all monies, property, or any other thing of value received by CONCESSIONAIRE through the operation of said concession or from any other business carried on or upon said Premises or any portion thereof, or from any other use of said Premises or any portion thereof by CONCESSIONAIRE, without any deduction or deductions. The term "gross receipts" shall not include monies derived from non-profit organization benefits, sales or excise taxes imposed by any governmental entity and collected by CONCESSIONAIRE, or interest on accounts required under this lease

5. USE OF PREMISES: The Premises shall be used by the Concessionaire for the operation and maintenance of the water sports concession as outlined in Paragraph 1 – Grant and Description of Premises and as described below. Concessionaire shall not use or permit the Premises to be used in whole or in part during the term of this lease for any purpose other than as herein set forth without the prior written consent of the PARKS. Use will be consistent with an "Operation Plan" as proposed by Concessionaire and modified and approved by PARKS as is reasonable and necessary to meet the intention of PARKS for this concession operation and the mission of the Nevada Division of State Parks. Each plan must be updated and submitted annually for review and approval by the Park Supervisor. The approved "Operation Plan" is incorporated herein and made part of this contract as Exhibit V, and VI, respectively.

A. **CARRYING CAPACITY:** CONCESSIONAIRE must have written approval for any action or event that may increase the total park visitation and/or cause the park to exceed its carrying capacity. Total average visitation for the Sand Harbor main entrance and boat ramp areas was 468,415 for the period from 2005 to 2009. Approximately 88% of Sand Harbor visitation occurs between May 1 and September 30. During May and September there is relatively light weekday use with weather moderated use on weekends. The primary period of use occurs from mid-June through Labor Day.

B. **REQUIRED SERVICES AND FACILITIES THAT MUST BE PROVIDED BY THE CONCESSIONAIRE:**

1. CONCESSIONAIRE at his own expense shall provide all necessary portable equipment such as a wireless credit card machine(s) and other personal items necessary and

- appropriate for the full operation of the concession and shall maintain the same equipment in a clean and operable condition throughout the term of this lease.
2. CONCESSIONAIRE shall obtain necessary licenses, permits, and approvals set forth in the lease, including but not limited to, a Nevada State Business License, and Washoe County business license and will abide by all applicable health, safety, and environmental codes and regulations prior to opening. All required permits shall be maintained during the term of this lease.
 3. CONCESSIONAIRE shall manage, staff, operate, and maintain the concession facility for: the rental of kayaks, canoes, stand –up paddle boards and PWCs.
 4. The minimum period of required operation each year for the water sports concession shall be daily from Memorial Day through Labor Day. Hours of operation will minimally be 9:00 a.m. to 4:00 p.m., 7 days a week. The maximum hours will be 8:00 a.m. to 9:00 p.m. (summertime park hours). The maximum season of operation will be daily April through October. CONCESSIONAIRE may extend the season and hours of the water sports concession at its discretion subject to the written concurrence of Park Supervisor, but shall not operate on a lesser schedule. In the event CONCESSIONAIRE is prevented from carrying on the operations planned herein by reason of God, or other reasons beyond his control, and when such is so determined by the PARKS through approval by the Park Supervisor or the Park Ranger in charge of Sand Harbor, the CONCESSIONAIRE may close on a day to day approval basis. CONCESSIONAIRE shall not use or permit the subject premises to be used in whole or in part during the term of this lease for any purpose other than as herein set forth, without the prior written consent of PARKS.
 6. Comply with all terms and conditions of the lease as executed.
 7. Additional services, that are not prohibited by park or other regulations, and are in the best interests of the park and its visitors will be considered as long as they are within the scope of this water sports concession. No additional services may be completed without advance written approval of the PARKS.
 8. Other Requirements for Use of Premises:
 - a. Employee Parking: Employees of the CONCESSIONAIRE shall park only in spaces designated as concession employee parking or in other parking specifically designated for concession employee parking by the Park Supervisor or designee.
 - b. Complaints: The CONCESSIONAIRE will respond to all verbal and written complaints regarding the concession and its operation, unless the park supervisor expressly agrees to respond. Written complaints will be responded to in writing. The Park Supervisor will be notified of all complaints and will be provided copies of any written correspondence. Any complaints regarding park operations will be directed to the Park Supervisor.
 - c. Lost and Found: The CONCESSIONAIRE shall turn in all lost and found items to PARKS as soon as possible as directed by the Park Supervisor and no later than the end of each day. These items will be logged and secured by PARKS
 - d. Activities Specifically Prohibited:
 1. Gambling
 2. Pornography
 3. Peddling and Business Activities unrelated to watercraft equipment rental. Peddling, soliciting, selling or otherwise providing goods, services or activities not specifically approved by the PARKS is prohibited.
 - d. Any type of amplified music or sound.
 - e. Local, State, and Federal Laws, Regulations, and Codes: All local, State, and Federal laws, regulations, ordinances and codes must be complied with at all times. Approval by PARKS for activities or services does not remove the CONCESSIONAIRE'S requirements to obtain permits, licenses or authorization from regulatory agencies having jurisdiction over business operations; it will be the CONCESSIONAIRE'S sole

responsibility to acquire and maintain any such permits, licenses or authorization required for any facilities or services provided in conjunction with the concession operation, including but not limited to business operations permits required by the Tahoe Regional Planning Agency, the State of Nevada, and/or the County of Washoe.

f. CONCESSIONAIRE must provide free watercraft operation and safety lessons with each rental. Weather/wave/forecast information shall be monitored and operations adjusted accordingly with safety of customers being the top priority. All customers must be given a summary of applicable rules and regulations. Summary shall include discussion of how to avoid conflicts with other power boats, especially those boats utilizing the Sand Harbor boat launch area.

g. The rental agreement between CONCESSIONAIRE and customer must include a note releasing the Nevada Division of State Parks and the State of Nevada from any liability related to the rental of equipment. The rental agreement must be approved by PARKS prior to first use.

h. Customers shall be provided with a free rental and fitting of a Type III Coast Guard approved personal flotation device (PFD).

i. After each day's operation, all watercraft must be removed from the beach and stored either off-site or in the designated vehicle/trailer space at Sand Harbor. During CONCESSIONAIRE'S daily operation, up to 8 kayaks/canoes/paddleboards and 2 PWCs may be displayed in the designated beach area. All other watercraft must remain in the vehicle/trailer space in the parking lot. Concessionaire will be responsible for all security measures concerning their equipment.

j. Communications will be necessary for concession operations in the form of radio or cell phone between the PARK and CONCESSION, launch site and parking lot, and for use in the event of an incident on the water.

k. At the close of business each day and periodically throughout the day as needed, the CONCESSIONAIRE shall pick up trash and debris in the immediate vicinity of their operation and properly dispose of it in designated receptacles. This includes trash that enters the water and trash generated by general visitors as well as concession customers.

l. CONCESSIONAIRE'S employees shall wear a logo marked shirt and nametag at all times, so that customers and park visitors can recognize their association with the concession. Employees shall be polite and courteous at all times. Any employee who is found to be incompetent, disorderly, repeatedly rude to customers, or in any other way fails to perform work properly and acceptably should, upon written notification from the Park and agreement by both parties (PARKS and CONCESSIONAIRE), be subject to termination.

m. Limited in-park advertising may be allowed at the discretion of the Park Supervisor or representative. This will be in the form of personal website, directional signage, trailer signage, and pin-type signage at the beach corridor. No signage will be allowed within the highway corridor. This concession is intended to serve existing park visitors and not to increase Sand Harbor's overall visitation.

n. Monies may be collected by the CONCESSIONAIRE in advance; however, CONCESSIONAIRE shall defend, indemnify and hold the State harmless from claims made by persons paying advance deposits or charges where services are not furnished and deposited funds are not returned.

o. Any users under the age of 18 must have a parent or legal guardian sign a form that allows permission and contains a "hold harmless" agreement that holds the CONCESSIONAIRE and the State harmless from the activity.

p. All watercraft shall be licensed as required by the Nevada Department of Wildlife.

q. The CONCESSIONAIRE shall continuously maintain a rescue craft, with staff trained and tested in its use.

- r. CONCESSIONAIRE shall not discriminate against rental users on the basis of sex, age, race, color, creed, marital status, national origin or disability.
- s. CONCESSIONAIRE shall provide evidence of current certification in American Red Cross basic first aid and CPR for at least one employee who will be present during the rental operation at all times. CONCESSIONAIRE shall keep and maintain a basic first aid kit at the premises during the operation.
- t. CONCESSIONAIRE is responsible for securing all cash and equipment. The Park is not responsible for losses and Concessionaire must assume full liability and risk for loss of money and loss or damage of equipment.
- u. All equipment, including PFDs and watercraft, shall be kept in a clean, safe, and operable condition at all times. General cleaning and repair of equipment shall occur on the CONCESSIONAIRE'S private property. CONCESSIONAIRE shall immediately remove from service any equipment that is in a defective or unsafe condition.
- v. In accordance with NAC 407.302, all powered watercraft must be removed from the water before refueling. No fuel may be brought onto a beach unless it is contained in a spill-proof container.
- w. CONCESSIONAIRE shall make no alterations, additions, or improvements to or upon the premises without the express written consent of the PARK.
- x. CONCESSIONAIRE acknowledges the public has a right to use the Sand Harbor boat dock, beach, and other facilities of the park.
- y. This concession will include exclusive rights to all water sport and PWC rentals at Sand Harbor to include: the right to advertise provided services on-site, to situate a specified number of rental watercraft on a designated segment of the Sand Harbor Boat Beach, to make arrangements for rentals and conduct monetary transactions on-site, and to display and sell T-shirts and hats on-site provided such items only display the company specific logo and are approved by the park supervisor. Tours, lessons, and outside reservations shall not be considered an exclusive right and may be subject to special use permit.
- z. All local, State, and Federal laws, regulations, ordinances and codes must be complied with at all times. Approval by PARKS for activities or services does not remove the CONCESSIONAIRE'S requirements to obtain permits, licenses or authorization from regulatory agencies having jurisdiction over business operations; it will be the CONCESSIONAIRE'S sole responsibility to acquire and maintain any such permits, licenses or authorization required for any facilities or services provided in conjunction with the concession operation, including but not limited to required permits by the Tahoe Regional Planning Agency, the State of Nevada, and the County of Washoe.

6. MAINTENANCE AND HOUSEKEEPING: During the term of this lease, at CONCESSIONAIRE'S own cost and expense, CONCESSIONAIRE shall maintain and operate the Premises, including personal property and equipment of the concession operation, in a well maintained, clean, and sanitary condition free of trash, garbage, or obstructions. The CONCESSIONAIRE shall be responsible for all litter collection for a 200-foot radius around the concession facility. basis.

7. QUALITY OF SERVICE AND CONTROL OF RATES AND CHARGES: Of prime concern to PARKS is that the public will be served with merchandise and service of the best quality and at reasonable charges. Therefore, CONCESSIONAIRE agrees that during the entire term of this lease, it will operate and manage the services and facilities offered in a first-class manner and comparable to other first-class concessions providing similar facilities and services.

CONCESSIONAIRE agrees to provide PARKS with an annual pricing/rate schedule prior to the pricing/rate schedule being implemented. PARKS shall have the right to inspect the schedule of prices

and rates for goods being rented or services rendered or performed upon the subject Premises, and to approve such rates. In the event that after CONCESSIONAIRE has been advised and given a reasonable opportunity to confer with PARKS and justify the prices mentioned above, if PARKS shall determine any price or prices to be unreasonable or inappropriate for the services rendered or the services to be inadequate the same shall be modified as directed by PARKS. CONCESSIONAIRE shall post rates and prices for all services openly and conspicuously in a manner acceptable to PARKS. CONCESSIONAIRE agrees to provide PARKS with any changes to the approved pricing/rate schedule for approval, as above, prior to implementation of pricing or rate changes.

PARKS shall have access to and the right to inspect the schedule of prices and rates for watercraft or services rendered or performed upon the subject Premises, and lists, portions, schedules, and schedules of prices of CONCESSIONAIRE. In the event that after CONCESSIONAIRE has been advised and given a reasonable opportunity to confer with PARKS and justify the prices or portions mentioned above, if PARKS shall determine any price or prices to be unreasonable or inappropriate for the services rendered or the services to be inadequate, the same shall be modified as directed by PARKS. CONCESSIONAIRE shall post rates and prices for all services openly and conspicuously in a manner acceptable to the PARKS.

8. HOLD HARMLESS AGREEMENT: CONCESSIONAIRE covenants and agrees that he will at all times indemnify and hold harmless THE STATE OF NEVADA, DIVISION OF STATE LANDS, and the DIVISION OF STATE PARKS, their officers, agents, or employees from and against:

- A. Any and all liens, damages, claims, liabilities, causes of action, charges and demands of any and every nature and kind, including attorney's fees, which may at any time be established against the Premises or any part thereof as a consequence, directly or indirectly, of any act or omission of CONCESSIONAIRE or as a consequence, directly or indirectly, of the existence of CONCESSIONAIRE'S interest hereunder.
- B. Any and all loss, costs, damage, or expense, including attorney's fees sustained by LANDS and PARKS:
 - 1) On account of or through the use of the Premises or any part thereof by CONCESSIONAIRE or CONCESSIONAIRE'S representative, agents, employees, guests, licensees, invitees, patrons, or clientele or of any other person or persons whomsoever.
 - 2) Arising out of, directly or indirectly, or due to any failure of CONCESSIONAIRE in any respect to promptly and faithfully satisfy CONCESSIONAIRE'S obligation hereunder.
 - 3) Arising out of, directly or indirectly, or due to any accident or other occurrence causing injury to any person or persons or property whomsoever or whatsoever resulting from the use of the Premises or any part thereof.

Any third party leases relating to the operation of this concession shall contain and include releases and indemnification for the PARKS, its officers, agents, employees, leasers and assigns. PARKS shall assume no liability whatsoever of CONCESSIONAIRE. All rights of the PARKS pursuant to NRS 41.035 et. seq. are reserved.

9. LIABILITY INSURANCE: The CONCESSIONAIRE, shall, at its sole expense, procure, maintain, and keep in force for the duration of the lease agreement the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by PARKS, the required insurance shall be in effect prior to the beginning of the any set-up or initiation of operations for the CONCESSIONAIRE and continue in force as appropriate until the completion of operations at the conclusion of the season or no sooner than the final exit of all CONCESSIONAIRE employees and agents. CONCESSIONAIRE shall provide PARKS with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the lease agreement, an insurer or surety shall fail to comply with the requirements of this lease agreement, as soon as the CONCESSIONAIRE has knowledge of any such failure the CONCESSIONAIRE shall immediately notify PARKS and immediately replace with an insurer meeting these requirements.

- A. Commercial General Liability Insurance. Minimum Limits required:
- | | |
|----------------|-------------------|
| \$1,000,000.00 | General Aggregate |
| \$2,000,000.00 | Each Occurrence |
1. Defense costs are included in the limits expressed above.
 2. Coverage shall be on an occurrence basis and shall be at least as broad as ISO form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from Premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including tort liability of another assumed in a business contract).
- B. General Requirements.
1. Additional Insured: By endorsement to the CONCESSIONAIRE'S commercial general liability policy, The State of Nevada, its Division of State Parks, its officers, employees, and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the lease agreement.
 2. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to all additional insureds.
 3. Approved Insurer: Each insurance policy shall be: (a) issued by insurance companies authorized to do business in the State of Nevada or eligible surplus insurers acceptable to the PARKS and having agents in Nevada upon whom service of process may be made, and (b) currently are rated by A.M. Best as "A-VII" or better.
- C. Evidence of Insurance:
1. Prior to the start of any work or set-up, the CONCESSIONAIRE must provide the following documents to PARKS:
 - a. Certificate of Insurance: The Accord 25 Certificate of Insurance or a form substantially similar must be submitted to the PARKS to evidence the insurance policies and coverages required of the CONCESSIONAIRE.
 - b. Additional Insured Endorsement: An original Additional Insured Endorsement (ISO form CG 20 10), signed by an authorized insurance company representative must be submitted to the PARKS, by attachment to the Certificate of Insurance, to evidence the endorsement of the State as additional insureds.
 - c. Policy Cancellation Endorsement: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the State of Nevada, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the Division of State Parks. A copy of this endorsement must be attached to the Certificate of Insurance.
 - d. Review and Approval: Documents specified above must be submitted for review and approved by the PARKS prior to the commencement of the CONCESSIONAIRE'S season. Neither approval by PARKS nor failure to disapprove the insurance furnished by CONCESSIONAIRE shall relieve CONCESSIONAIRE of its full responsibility to provide the insurance required by this lease agreement. Compliance with the insurance requirements of this lease agreement shall not limit the liability of the CONCESSIONAIRE, its employees, or agents to PARKS or others, and shall be in addition to and not in lieu of any other remedy available to PARKS under this lease agreement. PARKS reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
 3. The State of Nevada, Department of Conservation and Natural Resources, Division of State Parks, is not liable for the payment of any premiums, deductibles, or assessments of this policy purchase by the CONCESSIONAIRE.

10. WORKERS' COMPENSATION INSURANCE: CONCESSIONAIRE shall provide workers' compensation insurance to cover its paid employees and insurance similar to worker's compensation to cover any volunteer workers. Such insurance shall not be canceled or coverage reduced without the insurance carrier first giving THIRTY (30) days written notice to PARKS.

The CONCESSIONAIRE shall purchase on his employees compensation insurance as required by NRS Chapters 616 and 617. A certificate evidencing coverage shall be filed with PARKS.

11. INSURANCE/BOND PENALTY: CONCESSIONAIRE acknowledges that allowing the performance bond, required insurance, or other security instrument(s) to expire or otherwise terminate and/or allowing the total secured amount to fall below the security required herein will cause PARKS to incur costs and significant risks not contemplated by this lease, the exact amount of which will be difficult to ascertain. These costs include, but are not limited to, administrative costs and other expenses necessary to ensure continued performance of services for the public and protection of the Premises. Accordingly, if CONCESSIONAIRE allows the Performance Bond, required insurance, or other security instrument to expire or otherwise terminate and/or allows the total secured amount to fall below the security required pursuant to this lease, CONCESSIONAIRE shall pay to PARKS an amount equal to twenty-five hundred dollars (\$2,500). The parties agree that this charge represents a fair and reasonable estimate of the costs PARKS will incur. Acceptance of this charge by PARKS shall not constitute a waiver of CONCESSIONAIRE'S default, nor prevent PARKS from exercising the other rights and remedies available to it under this lease or applicable law, including the right to terminate this lease and seek the payment of damages.

12. SECURITY: CONCESSIONAIRE shall be responsible for his own security throughout the lease period and for locking and securing all equipment/facilities at the end of each business day. No money beyond a minimal change and start-up fund will be maintained in the building after operating hours and overnight.

13. TAXES: CONCESSIONAIRE agrees to pay all lawful taxes, assessments or charges due during the term of this lease which may be levied by the State, County, City or any other tax or assessment levying body upon interest in this lease which CONCESSIONAIRE may have in or to the Premises covered hereby or the improvements thereon by reason of its use of occupancy thereof or otherwise, as well as all tax assessments and charges on equipment and property owned by CONCESSIONAIRE on or about said Premises. CONCESSIONAIRE will comply with the terms of NRS 361.157 and NRS 361.159 and hereby acknowledges his obligations under same.

14. DEFAULT BY CONCESSIONAIRE: The occurrence of any one of the following shall constitute a default and breach of this lease by CONCESSIONAIRE:

- A. Failure to Pay Rent: Any failure of CONCESSIONAIRE to timely pay any rent due or any other monetary sums required to be paid hereunder where such failure continues for a period of ten (10) consecutive days after such sums are due.
- B. Absence from Premises: Any complete absence by CONCESSIONAIRE or its agents and employees from the Premises for thirty (30) consecutive days or longer when required to be open as noted in Paragraph 5 – Use of Premises.
- C. Failure to Maintain a Satisfactory Inspection Rating. Any failure to meet identified inspection actions by the assigned due date, or failure to maintain a satisfactory rating for any two consecutive reports, or for three reports in any one year.
- D. Failure to Observe Other Provisions: Any failure by CONCESSIONAIRE to observe or perform another provision of this lease where such failure continues for twenty (20) consecutive days after written notice thereof by PARKS to CONCESSIONAIRE. However, if the nature of CONCESSIONAIRE'S default is such that it cannot reasonably be cured within the twenty (20) day period, CONCESSIONAIRE shall not be deemed to be in default if it is determined at the sole discretion of PARKS that CONCESSIONAIRE has commenced such cure within the twenty

(20) day period and thereafter continues to diligently prosecute such cure to completion to the satisfaction of PARKS.

- E. Involuntary Assignments, Bankruptcy: PARKS and CONCESSIONAIRE agree that neither this lease nor any interest of CONCESSIONAIRE hereunder in the Premises shall be subject to involuntary assignment or transfer by operation of law in any manner whatsoever, including, without limitation, the following: (a) transfer by testacy or intestacy; (b) assignments or arrangements for the benefit of creditors; (c) levy of a writ of attachment or execution on this lease; (d) the appointment of a receiver with the authority to take possession of the Premises in any proceeding or action in which CONCESSIONAIRE is a party; or (e) the filing by or against CONCESSIONAIRE of a petition to have CONCESSIONAIRE adjudged a bankrupt, or of a petition for reorganization or arrangement under any law relating to bankruptcy. Any such involuntary assignment or transfer by operation of law shall constitute a default by CONCESSIONAIRE and PARKS shall have the right to elect to take immediate possession of the Premises, to terminate this lease and/or invoke other appropriate remedies as set forth below, in which case this lease shall not be treated as an asset of CONCESSIONAIRE.
- F. Notices of Default: Notices of default shall specify the alleged default and the applicable lease provision and shall demand that CONCESSIONAIRE perform the provisions of this lease within the applicable time period or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this lease unless specifically stated by PARKS in the notice.
- E. Assignment at PARKS' Direction: In the event of a default by CONCESSIONAIRE, when cure is not received and acknowledged by PARKS after having provided notice of the breach as provided herein above, CONCESSIONAIRE shall, in addition to the damages provided for herein, be obligated to assign all rights to occupy, possess, and operate on and in the Premises to PARKS' designee within thirty (30) days of receipt of written demand by PARKS. CONCESSIONAIRE shall further remove itself and its personal property from the Premises within the same time frame. CONCESSIONAIRE agrees to execute all documents necessary to effectuate and implement this provision. Upon such assignment, all rights of CONCESSIONAIRE under the contract shall transfer to the assignee.
- Any designated assignee, as provided for herein, shall take and operate the concession under the same terms and conditions as those set forth herein, except for requirements that have already been performed and are no longer applicable. However, CONCESSIONAIRE shall not be relieved of obligations incurred. An assignment of the contract pursuant to the terms hereof shall not cause the contract to terminate and shall not work a merger.
- F. Receiver: If CONCESSIONAIRE is in default of this contract, PARKS shall have the right to have a receiver appointed to collect rent and conduct CONCESSIONAIRE'S business or to avail itself of any other pre-judgment remedy. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by PARKS to terminate this contract.
- G. Right to Cure CONCESSIONAIRE'S Default: At any time after CONCESSIONAIRE commits a default, PARKS can cure the default at CONCESSIONAIRE'S cost. If PARKS, at any time by reason of CONCESSIONAIRE'S default, pays any sum or does any act that requires the expenditure of funds, CONCESSIONAIRE shall bear the cost of restitution payable upon billing by PARKS.
- H. Personal Property of CONCESSIONAIRE: In the event any personal property or trade fixtures of CONCESSIONAIRE remain at the Premises after PARKS has regained possession or after an assignment is accomplished, that property or those fixtures shall be dealt with in accordance with the provisions for Surrender of the Premises provided below.
1. PARKS' Obligations After Default: PARKS shall be under no obligation to observe or perform any covenant of this contract on its part to be observed or performed that accrues after the date of any default by CONCESSIONAIRE. Such nonperformance by PARKS shall not constitute a termination of CONCESSIONAIRE'S right to possession nor a constructive eviction.
 2. No Right of Redemption: CONCESSIONAIRE hereby waives its rights under any present or future law that allows CONCESSIONAIRE any right of redemption or relief from

forfeiture in the event PARKS takes possession of the Premises by reason of any default by CONCESSIONAIRE.

3. Other Relief: All monetary obligations of the CONCESSIONAIRE of any kind shall be considered rent. PARKS shall have such rights and remedies for failure to pay such monetary obligations as PARKS would have if CONCESSIONAIRE failed to pay rent due. The remedies provided in this contract are in addition to any other remedies available to PARKS at law, in equity, by statute, or otherwise.

4. No Buy-out: Where the contract has been terminated due to a breach on the part of the CONCESSIONAIRE under any terms of this contract the PARKS shall not be obligated to purchase any improvements made by CONCESSIONAIRE or to pay the CONCESSIONAIRE for said improvements before or after taking possession of the Premises.

15. TERMINATION FOR CAUSE-PROHIBITED CONDUCT: The following are causes for immediate termination of this lease at the sole discretion of Administrator of the Nevada Division of State Parks.

- A. Specific conduct that is incompetent, inadequate, or careless in the performance of contractual duties, including conduct that is intentional, careless, or negligent in regards to caring for PARKS' property and resources.
- B. Specific conduct involving abusive or improper treatment of guests, clients, or other persons while in an official capacity at Lake Tahoe Nevada State Park.
- C. Permanent or chronic physical or mental ailment or defect which is sufficient to incapacitate the CONCESSIONAIRE and makes it impossible for the CONCESSIONAIRE to properly perform their duties, including unrehabilitated alcoholism or narcotics addiction.
- D. Conviction of a felony, or a misdemeanor, involving moral turpitude.
- E. Specific conduct which amounts to scandalous and disgraceful behavior where such conduct tends to bring the Division of State Parks into public disrepute, or adversely affects the CONCESSIONAIRE'S performance of his/her contractual duties.
- F. Submission of a false statement of material fact to PARKS, or an attempt to practice any fraud or deception in the performance of their duties.

16. DEFAULT BY PARKS: PARKS shall not be in default of the performance of any obligation required of it under this lease unless and until it has failed to perform such obligation for more than thirty (30) days after written notice by CONCESSIONAIRE to PARKS specifying the alleged default and the applicable lease provision giving rise to the obligation. However, if the nature of PARKS' obligation is such that more than thirty (30) days is required for its performance, then PARKS shall not be deemed in default if it shall commence performance within such 30-day period and thereafter diligently prosecute the same to completion.

17. SURRENDER OF THE PREMISES; HOLDING OVER:

- A. Surrender: On expiration or within thirty (30) days after earlier termination of the lease, CONCESSIONAIRE shall remove all of its personal property and shall perform all restoration required by the terms of this lease within the above stated time unless otherwise agreed to in writing.
 - 1) Personal Property: CONCESSIONAIRES' property remaining at the Premises. CONCESSIONAIRE waives all claims against PARKS for any damage to CONCESSIONAIRE resulting from PARKS' retention or disposition of CONCESSIONAIRE'S personal property. CONCESSIONAIRE shall be liable to PARKS for PARKS' costs in storing, removing, and disposing of CONCESSIONAIRE'S personal property or trade fixtures.
 - 2) Failure to Surrender. If CONCESSIONAIRE fails to surrender the Premises to PARKS on the expiration, assignment, or within thirty (30) days after earlier termination of the term as required by this Section, CONCESSIONAIRE shall hold PARKS harmless for all damages resulting from CONCESSIONAIRE'S failure to surrender the Premises.

B. Holding Over: If CONCESSIONAIRE, with PARKS' express consent, remains in possession of the Premises after the expiration or earlier termination of the term, such possession by CONCESSIONAIRE shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. All other provisions of this lease except those pertaining to the term shall apply to the month-to-month tenancy.

18. **ATTORNEYS FEES**: CONCESSIONAIRE shall reimburse PARKS on demand for all reasonable attorney fees (including attorneys fees incurred in any bankruptcy or administrative proceeding or in any appeal) and expenses incurred by PARKS as a result of a breach or default under this lease. If CONCESSIONAIRE becomes the prevailing party in any legal action brought by PARKS, CONCESSIONAIRE shall be entitled to recover reasonable attorney fees and expenses incurred by CONCESSIONAIRE and need not reimburse PARKS for any attorney fees and expenses incurred by PARKS.

19. **LEASE NOTICE**: Other than the fee(s) noted in Paragraph 4 – Concession Fee, any notices to be given by either party pursuant to this lease may be served by delivering the same to the party or parties at the addresses listed below, or by mailing the same by registered or certified mail. The names and addresses are as follows:

To PARKS at: Nevada Division of State Parks
901 S. Stewart Street, Suite 5005
Carson City, Nevada 89701
ATTN: Concession/Contracts Manager

with copies to: Park Supervisor
Lake Tahoe Nevada State Park
P.O. Box 8867
Incline Village, NV 89452-8867

Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701

To CONCESSIONAIRE at:

When notice is given by mail, it is deemed as of the day of mailing.

The address to which notices shall or may be mailed as aforesaid by any party, shall or may be changed by written notice given by such party to the other as herein before provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

20. **INTERPRETATION OF LEASE**: This lease is made under and is subject to the laws of the State of Nevada in all respects as to interpretation, operation, effect and performance. The enforceability, invalidity or illegality of any provision of this agreement shall not render any other provision unenforceable, invalid or illegal.

21. **WAIVER OF LEASE TERMS**: No waiver by any party at any time of any of the terms, conditions or covenants of this lease shall be deemed as a waiver at any time thereafter of the same or of any other term, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of the PARKS to exercise any right, power, privilege or option arising from any default, nor any subsequent acceptance of fee then or thereafter accrued shall impair any such right, privilege or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to CONCESSIONAIRE shall be required to restore or revive time as of the essence after the waiver by PARKS of any default. No option, right, power, remedy or

privilege of PARKS shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to PARKS by this lease shall be deemed cumulative.

22. MODIFICATION OF LEASE: Notwithstanding any of the provisions of this lease, the parties may hereafter, by mutual consent, agree to modification thereof or additions thereto in writing that are not forbidden by law. PARKS shall have the right to grant reasonable extensions of time to CONCESSIONAIRE for any purpose or for the performance of any obligation of CONCESSIONAIRE hereunder.

23. ASSIGNMENTS:

- A. Transfer, Assignment, or Sale of Interests: CONCESSIONAIRE shall not assign or otherwise sell or transfer responsibilities under this lease nor sell or otherwise assign a controlling interest (including without limitation mergers, consolidations, reorganization, or other business combination) in such operations of this lease without the prior written approval of the Administrator. Failure to comply with this provision shall constitute a breach for which this lease may be terminated immediately by the Administrator.
- B. Nomination of Assignee: The CONCESSIONAIRE shall request the Administrator's approval of any proposed transfer, assignment, or sale and provide to the Administrator all relevant documents related to the transfer and the names and qualifications of the person(s) or entity involved. The Administrator shall exercise discretion in reviewing the proposed assignment per established Concession evaluation guidelines.
- C. Controlling Interest: For purposes of this section, the term "controlling interest" in a CONCESSIONAIRE'S ownership shall mean, in the instance of a corporate CONCESSIONAIRE, an interest beneficial or otherwise, of sufficient outstanding voting securities or capital of the CONCESSIONAIRE so as to permit exercise of substantial managerial influence over the operations of the CONCESSIONAIRE, and, in the instance of a partnership, limited partnership, joint venture, or sole proprietorship, any beneficial ownership of the capital assets of the CONCESSIONAIRE sufficient to permit substantial managerial influence over the operations of the concession. The Administrator of PARKS will determine at the request of interested parties whether or not an interest in a concession constitutes a controlling interest within the meaning hereof.
- D. Lease Terms Binding: If an assignment or transfer is made with the consent of the Administrator, the basic terms, covenants and conditions of this lease shall remain in effect, however, it is understood by all parties that a new lease will be required prior to finalizing the assignment.

24. WAIVER OF CLAIM: CONCESSIONAIRE hereby waives any claim against PARKS, its officers, agents or employees for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this lease, or any part thereof or by any judgment or award in any suit or proceeding declaring this lease null, void or voidable or delaying the same or any part thereof from being carried out.

25. AGENT FOR SERVICE OF PROCESS: It is expressly agreed and understood that if CONCESSIONAIRE is not a resident of this State or is an associate or in partnership without a member or partner resident of this State, or is a foreign corporation, then in any such event, CONCESSIONAIRE shall file with the PARKS, upon his execution of the lease, a designation of a natural person residing in the State of Nevada, giving his name, residence and business address, as his or its agent for the purpose of service of process in any court action between him or it and PARKS arising out of or based upon this lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon such CONCESSIONAIRE; and it is further expressly agreed, covenanted and stipulated that if for any reason service of such process upon agent is not possible, then in such event CONCESSIONAIRE may be personally served with such process out of this State and that such service shall constitute valid service upon such CONCESSIONAIRE; and it is further expressly agreed

that CONCESSIONAIRE is amenable to the process so served, submits to the jurisdiction of the court so acquired, and waives any and all objection to protest thereto.

26. TERMS BINDING ON SUCCESSORS: All the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the successor and assigns of the parties hereto. The provisions of this section shall not be deemed as a waiver of any of the conditions against assignment hereinbefore set forth.

27. DURATION OF PUBLIC FACILITIES: By entering into this lease, PARKS makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of PARKS management thereof.

28. TIME OF ESSENCE: Time shall be of the essence in the performance of this lease.

29. CONFLICT OF INTEREST: CONCESSIONAIRE warrants and covenants that no official or employee of PARKS nor any business entity in which an official or employee of PARKS is interested; (1) has been employed or retained to solicit or aid in the procuring of this lease; (2) will be employed in the performance of this lease without the immediate divulgence of such fact to PARKS. In the event PARKS determines that the employment of any such official, employee or business entity is not compatible with such official's duties as an official or employee of the State of Nevada, CONCESSIONAIRE upon request of PARKS, shall terminate such employment immediately. For breaches or violations of this paragraph, PARKS shall have the right both to annul this lease without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity.

30. PHOTOGRAPHY: PARKS may grant permits to persons or corporations engaged in the production of still and motion pictures and related activities, for the use of said Premises for such purposes when such permission shall not interfere with the primary business of CONCESSIONAIRE.

31. NONDISCRIMINATION: CONCESSIONAIRE and his employees shall not discriminate because of race, religion, color, ancestry, sex, age, sexual orientation, national origin or against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by the public. Nor shall CONCESSIONAIRE or his employees publicize the accommodations, facilities, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, age or national origin.

32. CONCESSIONAIRE REPRESENTATIVE: CONCESSIONAIRE shall have a competent person in charge of operations who shall be on the Premises at all times while the concession is in operation. If the on-site manager(s) are other than CONCESSIONAIRE, the PARKS reserves the right to approve such manager.

The CONCESSIONAIRE and his manager(s) shall require employees to exercise courtesy and consideration in relation to public. CONCESSIONAIRE shall review the conduct of any employee whose activities are considered by CONCESSIONAIRE, his/her managers, or PARKS to be inconsistent with proper operations of the area and shall take such action necessary to correct the situation.

A list of all employees will be provided to PARKS and updated on a continuing basis within 24 hours of a change in employee status.

33. EMPLOYEE TRAINING: All CONCESSIONAIRE employees are to receive an orientation to the state park system, Lake Tahoe Nevada State Park, and local points of interest which will be sufficient to permit such employees to reply adequately to inquiries from the visiting public. The training program is subject to approval by the Park Supervisor.

CONCESSIONAIRE shall select, train, and supervise its employees in a manner consistent with a high quality, service oriented business. CONCESSIONAIRE and CONCESSIONAIRE'S employees shall be hospitable and courteous in their relations with customers, other members of the general public utilizing any aspect of the park unit and/or concession, and representatives of the PARKS.

34. PARKS REPRESENTATIVE: For purpose of this lease, the "Park Supervisor" is the PARKS representative in direct charge of Lake Tahoe Nevada State Park. He is charged with day-to-day administration of this lease and is the CONCESSIONAIRE'S initial contact with PARKS for information, lease performance and other problems as might arise. In the absence of the park supervisor, the Park Ranger in charge of Sand Harbor or other designated person may fulfill the duties of the Park Supervisor in fulfilling the terms of this lease. The Park Supervisor has the authority for all park related decisions under this lease agreement. All questions on this lease, including responsibilities, or interpretation pursuant to the lease, should be addressed to the Park Supervisor.

The Concession Manager shall be responsible for all historical, fiscal, and administrative requirements related to this lease, to insure and enforce compliance with the terms of the concession contract, and to maintain records and documentation related to the concession lease. All financial and reporting requirements are to be through the Concession Manager.

Any problems, disputes, or concerns relating to this lease that cannot be resolved through either the Park Supervisor and/or Concession Manager may be appealed to the Regional Manager.

35. PARK EMPLOYEES: Employees of the State of Nevada and the Nevada Division of State Parks may not receive CONCESSIONAIRE goods or services at a discount unless it is in connection with official business and is to PARKS' advantage. However, employees may accept reduced rates or discounts offered by the CONCESSIONAIRE when those same reduced rates or discounts are available to the general public.

Nevada State Park employees may not solicit, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, from CONCESSIONAIRE or from other persons who conducts operations with the Division. This section directly includes the sale on account to any employee of the Division, all transactions between CONCESSIONAIRE and PARKS' employees shall be on a cash basis.

36. RESOURCE CONSERVATION:

Erosion Control/Water Quality/Environmental Sensitivity: The CONCESSIONAIRE shall comply with all requirements set forth by various oversight agencies that have jurisdiction and oversight authority relating to the Premises and surrounding properties, including, but not limited to, erosion control, water quality and environmental sensitivity standards.

37. WATER POLLUTION/HAZARDOUS SUBSTANCES: CONCESSIONAIRE shall comply fully with all Federal, State, and local regulations and laws concerning water pollution or the discharge of refuse, garbage, sewage, industrial waste, oil, salts, or any other pollutant. In addition, no goods, merchandise or material shall be kept, stored, or sold in or on said Premises which are in any way explosive or hazardous which in any way could injure said Premises, surrounding area, or the public. Nothing in this paragraph shall preclude CONCESSIONAIRE from bringing, keeping, or using on or about said Premises such materials or supplies as are necessary and appropriate for carrying out services provided for in this concession agreement.

38. EXCLUSIVE RIGHTS: CONCESSIONAIRE has the exclusive rights to above described property within the provision of this concession agreement. In the event that PARKS determines that additional concessionaires should be allowed to operate elsewhere in the park, CONCESSIONAIRE shall have the right to submit a proposal to operate any such concession so long as such right does not conflict with Nevada Law.

39. FORCE MAJEURE: Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

40. DISABILITIES ACCESS LAWS: With regard to all facilities, operations and activities that are the responsibility of CONCESSIONAIRE under this lease, and without limiting CONCESSIONAIRE'S responsibility under this lease for compliance with all laws, CONCESSIONAIRE shall be solely responsible for complying with the requirements of the Americans With Disabilities Act of 1990 ("ADA") [Public Law 101-336, commencing at Section 12101 of Title 42, United States Code (and including Titles I, II, and III of that law)], the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

41. AGREEMENT IN WRITING: This concession lease contains and embraces the entire agreement between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited or extended orally, or by any agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by PARKS and the CONCESSIONAIRE, or their successors in interest.

REQUIRED SIGNATURES

This Lease Agreement shall not be considered binding until all approving signatures have been obtained.

APPROVED:

By: _____
Park Supervisor,
Nevada Division of State Parks

Date: _____

APPROVED:

Concessionaire

Date: _____

By: _____
Deputy Administrator
Nevada Division of State Parks

Date: _____

By: _____
Administrative Services Officer II
Nevada Division of State Parks

Date: _____

By: _____
Administrator
Nevada Division of State Parks

Date: _____

By: _____
DCNR Director's Office

Date: _____

APPROVED as to Form:

State of Nevada
Attorney General

By: _____
Deputy Attorney General

Date: _____

BOARD OF EXAMINERS:

By: _____

Date: _____

ATTACHMENT BB INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Linda Mulkey, Nevada Division of State Parks, 901 S. Stewart Street, Suite 5005, Carson City, NV 89701.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Linda Mulkey, Nevada Division of State Parks, Suite 5005, Carson City, NV 89701. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Attachment C

REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit a minimum of three (3) business, client, or financial references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor is required to send the following reference form to each reference listed. The reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Nevada Division State Parks by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The reference may be contacted for validation of the response.



RFP # 001-21 REFERENCE QUESTIONNAIRE FOR:

(Name of company requesting reference)

This form is being submitted to your company for completion as a reference for the company listed above. This form is to be returned to the State of Nevada, Nevada Division State Parks, via facsimile at Nevada Division State Parks, (775) 684-2777 or e-mail at starks@parks.nv.gov, no later than **02/01/11**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of Nevada, Nevada Division State Parks by telephone (775) 684-2788 or by e-mail lmulkey@parks.nv.gov. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
COMMENTS:
2. How would you rate this firm's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:
3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

Attachment D

SAMPLE PROPOSAL FORMS

These forms are provided for use as a guide for required information. Please format information in this way or a similar fashion. Respondents must provide, at a minimum, the information contained within these forms. Additional information can be provided if desired.

I. EXECUTIVE SUMMARY

Please add additional pages if necessary.

II. PROPOSER INFORMATION

II-A Proposer Identification

BUSINESS NAME _____
(Exactly as it is to appear on the Concession Lease)

ADDRESS _____

CITY/STATE/ZIP CODE _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

CONCESSION MANAGER NAME _____

FEDERAL ID NUMBER: _____

CONTACT PERSON

NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

II.B. Business Information

Check the one box below that describes your type of business and complete/attach the associated information requested. Also attach an organization chart if appropriate.

☐ **SOLE PROPRIETORSHIP**

☐ **PARTNERSHIP**: Attach a complete copy of the Partnership Agreement. To qualify as a responsive proposer, the Partnership Agreement shall be executed and binding upon each of the parties.

1. Date partnership established _____

2. Is the Partnership Agreement recorded: ☐ Yes. Date _____ Where _____ ☐ No

3. Has the partnership done business in Nevada? ☐ Yes. Dates _____ ☐ No

4. <u>PARTNER NAMES</u>	<u>ADDRESSES</u>	<u>NO.OF SHARES</u>	<u>GENERAL(G) or LIMITED(L)</u>
			<input type="checkbox"/> G <input type="checkbox"/> L
			<input type="checkbox"/> G <input type="checkbox"/> L
			<input type="checkbox"/> G <input type="checkbox"/> L

☐ **JOINT VENTURE**: Attach a complete copy of the Joint Venture Statement/Agreement. To qualify as a responsive proposal, the Joint Venture Statement/Agreement shall be executed and binding upon each of the parties.

1. Date joint venture established _____

2. Is the Joint Venture Statement/Agreement recorded? ☐ Yes. Date _____ Where _____ ☐ No

3. Has the joint venture done business in Nevada? ☐ Yes. Dates _____ ☐ No

4. <u>JOINT VENTURE NAMES AND SHARE ALLOCATIONS</u>	<u>ADDRESSES</u>
---	------------------

☐ **CORPORATION**: Attach a Corporate Resolution indicating the officers authorized to lease on behalf of corporation. The Corporate Resolution shall contain the corporate seal and be certified by the Secretary of the corporation. To qualify as a responsive proposer, the corporation shall be in good Standing and qualified to do business in the State of Nevada.

1. Date incorporated _____

2. Place incorporated _____

3. Is the corporation authorized to do business in Nevada? ☐ Yes ☐ No

4. How is the corporation held? ☐ Publicly. Below, explain how and where stock is traded. ☐ Privately

5. For publicly held corporations, attach a copy of the most current Annual Report.

6. Complete the information below:

AUTHORIZED

ISSUED

OUTSTANDING

Number of voting shares

Number of non-voting shares

Number of shareholders

Value per share of common stock: Date_____Par_____Book_____Authorized_____

7. Complete the information below for each officer and director of the corporation, the share holder who is not a corporation officer or director but owns the largest number of voting shares of corporation stock and the shareholder who is not a corporation officer or director but owns the largest number of non-voting shares of corporation stock.

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Voting Shares</u>	<u>Non-Voting Shares</u>
-------------	--------------	----------------	--------------------------	------------------------------

8. Has a surety or bonding company ever been required to perform on the default of the corporation within the last ten (10) years?

☐ Yes. Provide the information below for each default. ☐ No (*proceed to item 10*)

Surety/Bonding Company Name_____

Bond Date_____Bond Amount_____

Explain the circumstances surrounding each default and actions taken by the surety or bonding company.

9. Has the corporation ever been adjudicated bankrupt or involved in pending bankruptcy matters?

☐ Yes. Below, enter dates, court jurisdiction and amounts of liabilities and assets. ☐ No

10. Is the corporation presently a party to any pending litigation, liens or claims?

☐ Yes. Below, enter detailed information for each legal action. ☐ No

11. Is the corporation subject to any outstanding claims, liens, or judgments?

☐ Yes. Below, enter detailed information for each claim, lien or judgment. ☐ No

12. Has the corporation defaulted on, been terminated for non-performance or breach of lease, or voluntarily abandoned or forfeited rights under a lease for services or concessions lease?

☐ Yes. Below, enter an explanation of the circumstances and outcomes of each event. ☐ No

II. C. Individual Information.

Legal Name _____ Social Security No. _____

Residence Address _____ Phone No. _____

Business Address _____ Phone No. _____

PERSONAL HISTORY

1. Have you, individually, as a partner, joint venturer or as an officer of a corporation had a bond or surety canceled or forfeited within the last ten (10) years?

☐ Yes. Provide information below.

☐ No

Bond Company Name _____

Bond Date _____ Bond Amount _____

Explain the reason for each cancellation or forfeiture.

2. Have you individually, as a partner, joint venturer, or officer of a corporation been convicted of a felony crime in the last 10 years?

☐ Yes. Please explain.

☐ No

3. Have you or your spouse or any business that you owned or in which you were an officer or had an interest ever declared bankruptcy, been declared insolvent or bankrupt, filed for bankruptcy, or reorganization under Federal or State laws?

☐ Yes. Below, enter dates, court jurisdictions and amounts of liabilities and assets.

☐ No

4. Are you individually or is any partnership or joint venture in which you have been party to, currently involved in any pending litigation?

☐ Yes. Below, enter dates, charges and locations. Briefly describe the circumstances initiating the litigation.

☐ No

WORK EXPERIENCE:

Attach a resume and narrative as necessary.

CERTIFICATION: I hereby certify under penalty of perjury that all responses stated above regarding my personal history and work experience are true to the best of my knowledge and belief, and I understand and agree that any misstatement or omission of any material fact may cause forfeiture on my part of all rights to the proposed lease to be awarded by the State of Nevada.

Signature

Date

▲ _____

III. STATEMENTS OF FINANCIAL CAPABILITY/FEASIBILITY

III-A. Business Financial Statement

For: _____ As of: _____
(Business Name) (Date)

ASSETS

Current Assets

CASH ON HAND IN BANK	_____
ACCOUNTS RECEIVABLE:	
Current	_____
Over 30 Days	_____
Over 60 Days	_____
NOTES RECEIVABLE DUE WITHIN 1 YEAR	_____
MERCHANDISE INVENTORY: Cost/Market	_____
OTHER CURRENT ASSETS:	
_____	_____
_____	_____
Total Current Assets	_____

Long Term Assets

NOTES RECEIVABLE DUE AFTER 1 YEAR	_____
LAND AND BUILDINGS (at cost)	_____
<Less> Reserve For Depreciation	_____
FIXTURES AND EQUIPMENT (at cost)	_____
<Less> Reserve For Depreciation	_____
PREPAID EXPENSES/DEFERRED CHARGES	_____
OTHER LONG TERM ASSETS:	
_____	_____
_____	_____
Total Long Term Assets	_____
TOTAL ASSETS	_____

LIABILITIES

Current Liabilities

ACCOUNTS PAYABLE (past due) _____

ACCOUNTS PAYABLE (current) _____

NOTES PAYABLE DUE WITHIN 1 YEAR:

To Whom

Secured by

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTES & ACCOUNTS PAYABLE TO PARTNERS,
DIRECTORS, OFFICERS OR STOCKHOLDERS _____

ACCRUED LIABILITIES (interest, rental, payroll, etc.) _____

ACCRUED FEDERAL & STATE TAXES _____

OTHER CURRENT LIABILITIES:

_____	_____
_____	_____
_____	_____
_____	_____

Total Current Liabilities _____

Long Term Liabilities

NOTES PAYABLE DUE AFTER 1 YEAR:

_____	_____
_____	_____
_____	_____

OTHER LIABILITIES:

_____	_____
_____	_____
_____	_____

Total Long Term Liabilities _____

TOTAL LIABILITIES _____

NET WORTH

CAPITAL STOCK (if corporation) _____

OWNER CAPITAL _____

TOTAL NET WORTH _____

TOTAL LIABILITIES & NET WORTH _____

III-B Concession Development/Start-up Cost Estimate.

You may provide additional information, but do not alter the general formats below in any way. You must respond to each item in the order listed with the information requested or N/A.

PRELIMINARY PLANNING DESIGN	_____
CONSTRUCTION OF MINOR IMPROVEMENTS	_____
LICENCES & PERMITS	_____
EQUIPMENT/FURNISHINGS	_____
AUTOS/TRUCKS	_____
STOCK/SUPPLIES/INVENTORY	_____
ANTICIPATED WORKING CAPITAL NEEDS	_____

OTHER COSTS:

_____	_____
_____	_____
_____	_____

TOTAL DEVELOPMENT COSTS

ADDITIONAL INFORMATION:

III-C Statement of Anticipated Income and Expenses

Sales Revenues

	<u>Year 1</u>	<u>Year 2</u>
Kayak rentals	\$ _____	\$ _____
Paddleboard rentals	\$ _____	\$ _____
PWC rentals	\$ _____	\$ _____
Miscellaneous revenue	\$ _____	\$ _____
TOTAL SALES	\$ _____	\$ _____

Direct Costs

_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTAL DIRECT COSTS	\$ _____	\$ _____

General & Administrative Expenses

Indirect salaries & wages	\$ _____	\$ _____
Officer salaries	\$ _____	\$ _____
Payroll Taxes	\$ _____	\$ _____
Insurance	\$ _____	\$ _____
Advertising	\$ _____	\$ _____
Repairs & Maintenance	\$ _____	\$ _____
Office Supplies	\$ _____	\$ _____
Utilities	\$ _____	\$ _____
Telephone	\$ _____	\$ _____
Lease Labor	\$ _____	\$ _____
Depreciation	\$ _____	\$ _____
Other:		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTAL G & A EXPENSES	\$ _____	\$ _____
Net Income from Operations	\$ _____	\$ _____
Other Income	\$ _____	\$ _____
Net Income before Taxes	\$ _____	\$ _____

NOTE: Please attach a page identifying key assumptions used in the preparation of this forecast.

III-D Proposed Means to Finance Concession

CONCESSIONAIRE SUPPLIED CAPITAL	_____
SHORT TERM LOANS (1 year or less)	_____
LONG TERM LOANS (more than 1 year)	_____
SUPPLIER CREDIT	_____

OTHER FINANCING:

_____	_____
_____	_____
_____	_____

TOTAL FINANCING*

***Must meet or exceed "Total Development Costs" amount.**

III-E Credit Worthiness
(Attach additional pages as necessary.)

IV. FACILITY DEVELOPMENT PLAN

(Add additional information if desired)

V. OPERATION PLAN

(Add additional information if desired)

VI. PROPOSAL SUMMARY

(Attach separate pages as necessary)

VII. SUPPLEMENTAL INFORMATION/ATTACHMENTS

VIII. AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

I/my company have (has) submitted a proposal to the Nevada Division of State Parks, for a Concession operation at Lake Tahoe Nevada State Park. I hereby authorize you to release or discuss any or all information in your possession pertaining to me as requested by an employee or representative of the Nevada Division of State Parks in connection with, or to verify information submitted by me, in the above-referenced proposal.

Proposer Signature	Date Signed
▶	
Printed Name	
Position/Title	
Company Name (<i>if applicable</i>)	

Attachment E

Minimum Concession Accounting Requirements

Lake Tahoe Nevada State Park

The following are general minimum accounting requirements for concession operations within Lake Tahoe Nevada State Park. The Concessionaire must comply with the minimum accounting requirements by use of at least one of three methods, electronic cash registers, pre-numbered receipts, or pre-numbered tickets, to account for gross sales detailed in this attachment. Electronic cash registers are the preferred method and must be used when feasible. Other methods must be justified and approved by the Nevada Division of State Parks.

Minimum Accounting Requirements Regardless of Method to Document Sales

1. Sales receipts must always be offered to customers regardless of the amount involved. Sales receipts may be in the form of cash register slips, pre-numbered receipts, or pre-numbered tickets depending on the method employed to document sales. Signs reminding customers to ask for a receipt must be conspicuously posted at or near all collection stations.
2. The Concessionaire must establish and maintain bank accounts (checking, savings, etc.) that are solely used for concession operations.
3. If receipts exceed \$500, they must be deposited intact daily. If receipts do not exceed \$500 a day, they must be deposited intact periodically (period not to exceed one week or when receipts exceed \$1000.00). Validated deposit slips and bank statements supporting amount deposited must be retained.
4. Daily entries, to account for gross sales and sale tax collections by point of sale/collection station location, must be made to a ledger or journal (automated entries and ledgers are acceptable). Entries must equal amounts deposited by period. All adjustments to gross sale, such as customer refunds, must be recorded in the ledger/journal using a separate entry. Source documents such as daily cash register tapes, Concessionaire's copy of pre-numbered receipts, and use schedules for pre-numbered tickets must be retained to support recorded gross sales and sales tax collections. Adjustments to gross sales must be supported by source documents such as customer signed receipts and cancelled checks.
5. Refunds and purchases must always be made by check or through use of a petty cash fund. The petty cash fund, if used, must always be replenished by check. Only under unusual circumstances may daily receipts be used to make refunds or purchases; the Concessionaire must document both the occurrence and the reason.
6. Customer refunds must always be supported by customer signed documents and cancelled checks payable to either the customer or the petty cash fund.
7. All checks written on the Concessionaire's checking account, whether voided or not, must be retained.
8. Duties associated with handling, recording, and reconciling receipts and disbursements should be assigned to different employees whenever possible. Employees who handle cash or cash-like items should be adequately supervised.
9. All cash register tapes and receipts and all daily and monthly reconciliation sheets are the joint property of the park and the Concessionaire and shall remain on site until audited. All such documents are subject to periodic review by the State Park Concession Manager or his designee.

Acceptable Methods of Documenting Sales and Minimum Accounting Requirements

1. **Electronic Cash Registers.** Electronic cash registers may be used unless the Concessionaire desires and Parks approves one of the alternative methods of documenting sales. Concessionaire agrees that as part of the Concessionaire's record keeping activity, Concessionaire shall at Concessionaire's own cost and expense install and maintain such cash register equipment as may be deemed necessary by the Division. Such cash registers shall contain a continuous registering tape in addition to a numbered receipt, which is required to be offered to each patron. This register(s) shall contain all business activity.
At a minimum, the register must:
 - a. Have a visual display that faces customers.
 - b. Produce customer's copy of sales receipt.
 - c. Contain a locked-in tape and sequential numbering system for such tapes.
 - d. Record and accumulate sales and sales tax information.
 - e. Have a sufficient number of keys to accommodate major sales categories of receipts.
 - f. Have a non-resettable grand total counter so that totals cannot be reset with a key or other means.Concession management must:
 - a. Provide daily supervision over employees using the registers.
 - b. Clear or close all cash registers at the end of the day. (tapes must be retained).
 - c. Approve all refunds and voids or delegate this duty to an employee who normally does not handle cash.
 - d. Document customer refunds, at a minimum, by customer signed sales slips indicating receipt of the refund. If the customer does not have his copy of the sales receipt, a pre-numbered refund receipt signed by the customer must be issued.
2. **Pre-numbered Receipts.** Upon approval of use and of the pre-numbered receipts may be uses. At a minimum, pre-numbered receipts must:
 - a. Be designed to capture all pertinent sales data, such as: date, customer's name, items purchased, amount of sale, amount of sales tax collected, total collected, and salesperson's name or initial.
 - b. Be at least two copied (customer and record copy), each clearly identified.
 - c. Have a numbering sequence that is continuous and does not repeat itself any more often than every three years. Numbering sequence must be supported by vendor's invoice at a minimum.
 - d. Be issued to customers sequentially; any breaks in the numbering sequence must be explained.Concession management must:
 - a. Retain record copy of all issued receipts and all copies of voided receipts.
 - b. Maintain a work sheet or schedule, which reports the numbering sequences of receipts used and money collected by day.
 - c. Provide adequate security over unused receipts and periodically inventory these receipts (at least every six months).
 - d. At a minimum, customer refunds should be documented by the customer's signature on the original renumbered receipt. If the customer does not have the original pre-numbered receipt (his copy), a pre-numbered refund receipt must be issued.
3. **Pre-numbered Tickets.** Upon approval of use and of the pre-numbered tickets to be used a pre-numbered ticket system may be used. At a minimum, pre-numbered tickets must:
 - a. Clearly state the name of the attraction or service purchased, attraction or user fee, sales tax and total amount collected.
 - b. Have a numbering sequence that is continuous and does not repeat itself more often than every three years.

- c. Be issued to customers sequentially. Any breaks in the numbering sequence must be explained.

Concession management must:

- a. Maintain a worksheet or schedule, which reports the numbering sequence of tickets used and money collected by day.
- b. Provide adequate security over unused tickets and periodically inventory these tickets (at least every six months).
- c. Provide adequate supervision over employees to gain assurance that previously issued tickets are not resold
- d. At a minimum, customer refunds must be documented by customer signed tickets indicating that the customer received a refund. If the customer does not have his ticket, a pre-numbered receipt must be issued.

Reporting Concession Sales / Completing Payment.

Payments to the Division will be based upon daily cash register tape totals less properly documented deductions. Payments to the State Park Concession Manager shall be made payable to the "Nevada Division of State Parks" and made at the State Park Concession Manager's Office. Payments must be delivered or postmarked by the 15th of each month following the opening of the concession and each month thereafter during the season. Concessionaire shall enclose a copy of all cash register tapes and other receipts for the preceding month along with documentation for adjustments such as over-rings, refunds, and voids.

Concessionaire must submit a Monthly Receipts Report for each facility they operate as stipulated in the lease agreement. These reports are used to determine the total commission to be paid to the State each month. Before the season begins the Concessionaire shall provide the State Park Concession Manager a list of major categories of sales. The State Park Concession Manager will then provide the Concessionaire an adequate supply of blank Monthly Receipt Reports with the income categories listed on the form. The completed original form is submitted to the State Park Concession Manager and the Concessionaire retains a copy. Payment is submitted along with the submission of the form.

Preparing the Monthly Report

Daily, a summary of the day's transactions generated on the cash register must be taken at the end of each day or shift. If the master journal tape is not removed daily, the tapes must be marked with inclusive dates when removed. Any adjustments to register totals must be recorded on an adjustment sheet or shift report. The adjustment sheet or shift report should list the amount of adjustment, a brief explanation and date along with the cash register tape.

At the end of the month, all daily income figures recorded on the master journal are listed on the back of the Monthly Receipts Report under the proper categories and totaled down and across. Each category's monthly totals are then brought to the front side of the report under "Monthly Adjusted Receipts" and totaled.

For the first month's submittal, the column marked "adjusted Receipts Year to Date Total" will duplicate the amounts recorded under "Monthly Adjusted Receipts". Each month thereafter, the current month's adjusted receipts are added to the previous month's year to date total figures to arrive at the new "Adjusted Receipts Year to Date Total".

To compute "Amount Due The State This Month", multiply the Monthly Adjusted Receipts per category by the rent (commission) percentage for that category and round off that number to the nearest cent. The amounts in this column are then added together to arrive at the total amount owed to the State for that month. Any adjustments to this amount as an overpayment or shortage from a previous month are entered in the box titled "Adjustments". Any adjustments listed are added or subtracted from the total to arrive at the "Remittance Enclosed" figure.

The "Total Paid to State Year to Date" column is calculated by adding the current month's total amounts due the State to the previous month's figures.

Completed reports are signed and dated by the Concessionaire before submittal to the State.

Penalty fees for late rent payments are applied when the report and/or payment are not received or postmarked by the due date as stipulated in the lease. Receipt of payments resulting in returned checks due to insufficient funds, postdating, not signature, etc. Will be treated as non-payment and late fees will be assessed until a replacement payment, by certified check or money order is postmarked or received by the Division.

Concessionaires will be notified if they have submitted a report with a calculation error affecting rent payment. The Concessionaire will then be instructed whether to make an adjustment of the current month's report or the next month's report. All future reports will use the corrected total, instead of the original total for calculating the "Adjusted Receipts Year to Date" and the "Total Paid to State Year to Date" amounts.

All monthly payments are to be due and payable on or before the 10th day of each month following the month they accrue. Each month the Concessionaire will submit to the State Park Concession Manager a Concession Operator's Report for the preceding calendar month. If the Concessionaire has separate leases with Parks a separate report must be completed for each lease. The Concessionaire will submit the percentage payment due the Division with the Concession Operator's Report.

In addition to fees this report also includes the calculation of monthly and year to date totals for deposit into the Maintenance Resource Account. The calculation procedures are the same as above.

Accounting Records and Reports

At the end of the year a profit and loss statement must be prepared and submitted to the State Park Concession Manager. Profit and Loss Statements must be submitted by June 10th for the previous year.

- a. Concessionaire shall keep true and accurate books and records for at least three operating years. This shall include but not be limited to:
- b. Copies of all transactions and source documents, specifically all cash register tapes and other receipts, rental agreements, catering agreements, and other documents indicating receipt of money or considerations.
- c. Any daily, weekly, monthly, and yearly summary of business activities compiled, reviewed, or audited for or by the Concessionaire.
- d. Banking records, including reconciliation, for any accounts used by the Concessionaire, whether used directly or indirectly for concession operations.
- e. Federal income tax returns and sales tax returns completed by or for the Concessionaire.
- f. All information provided for review will remain confidential.

Concessionaire shall submit to the following financial statements to the State Park Concession Manager during the term of his contract:

1. Profit and Loss Statement. A year-end profit and loss statement must be prepared by the Concessionaire and submitted to the State by the time designated by the lease agreement. The income statement shall be organized by business segment, with direct costs attributed to corresponding profit centers (i.e.: food, beverage, rentals, store, etc.). The Profit and Loss statement will be prepared as follows:
 - a. For concession operations with gross revenues under \$250,000 annually, the financial statements may be prepared without involvement by an Independent Public Accountant. If the financial report is inconsistent with other financial documents the State Park Concession Manager may require a financial report prepared by independent Certified Public Accountant as deemed appropriate to document the financial activity of the concession.

- b. For concession operations with gross revenues are between \$250,000, and \$500,000 annually, a certified public accountant shall include a statement to the effect that the amounts included in the income statement is consistent with those included on the federal tax return, and the state sales tax return, for the Concessionaire, or if not, then a statement showing the differences shall be included. The review shall be in accordance with Generally Accepted Accounting Standards (GAAS).
 - c. For concession operations with gross revenues in excess of \$500,000, the financial statements shall be audited by an independent Certified Public Accountant in accordance with Generally Accepted Accounting Standards (GAAS).
- 2. The concessionaire shall submit, no later than June 15th for the preceding calendar year
 - a. A Federal Income Tax return which includes the concession operation, and
 - b. A Nevada State Sales Tax Statement related to the concession operation.

Closing Statements

In the event this contract is terminated, Concessionaire shall provide a year-to-date income statement, submitted to the State Park Concession Manager within sixty days.

Audits and Access to Documents

An audit of receipts and disbursements of the concession will be conducted by the State Park Concession Manager, along with any supporting staff he/she deems necessary at either the end of the season or at a date selected by the State Park Concession Manager. At the discretion of the State Park Concession Manager additional audits may be completed. The Concessionaire shall receive two weeks notice prior to any audit.

The State Park Concession Manager or authorized agent shall, for the purpose of audit and examination, have access to all books and records (including electronic), and to other documents and papers pertinent to the concession operation. The State Park Concession Manager shall have the right to verify and copy all such reports from the books, correspondence, memoranda, and other records of the concessionaire and any other records pertaining to the operation of the concession.